



An Employee Owned Company

REDACTED – FOR PUBLIC INSPECTION

June 20, 2016

Via Electronic Filing

Received & Inspected

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Washington, DC 20554

JUN 30 2016

FCC Mail Room

Re: WC Docket No. 14-58
2016 ETC Annual Report Pursuant to 47 C.F.R. § 54.313 and 54.422
2016 ETC Annual Report of Citizens Tel. Corp., Study Area Code 320751

DOCKET FILE COPY ORIGINAL

Dear Secretary,

On behalf of Citizens Tel. Corp., we have attached for filing confidential and redacted versions of the FCC Form 481 ETC annual reporting information pursuant to 47 CFR 54.313 and 47 CFR 54.422 of the Commission's rules. Citizens Tel. Corp. seeks confidential treatment under the Commission's existing confidentiality rules at 47 CFR 0.457 and 47 CFR 0.459 for the information filed pursuant to Section 54.313(a)(1) and Section 54.313(f)(2) of the Commission's regulations¹. The redacted version is also being filed this date via the FCC's Electronic Comment Filing System.

Sincerely,

/s/ Leah Richter
Senior Financial Analyst
Phone: (605) 995-1793
Fax: (605) 995-1778
Leah.Richter@Vantagepnt.com

Enclosure(s)

cc: Joanie Paxson, General Manager, Citizens Tel. Corp
Charles Tyler, Telecommunications Access Policy Division

No. of Copies rec'd 071
List ABCDE

¹ *Connect America Fund et al.*, WC Docket No. 10-90 *et al.*, Protective Order, 27 FCC Rcd 14231 (Wireline Comp. Bur. 2012) (Protective Order).

| | | |
|-------|---|-----------------------------|
| <010> | Study Area Code | 320751 |
| <015> | Study Area Name | CITIZENS TEL CORP |
| <020> | Program Year | 2017 |
| <030> | Contact Name: Person USAC should contact with questions about this data | Leah Richter |
| <035> | Contact Telephone Number: Number of the person identified in data line <030> | 6059951793 ext. |
| <039> | Contact Email Address: Email of the person identified in data line <030> | Leah.Richter@vantagepnt.com |
| | Form Type | 54.313 and 54.422 |

Received & Inspected

JUN 30 2016

FCC Mail Room

(100) Service Quality Improvement Reporting Data Collection Form

FCC Form 481
OMB Control No. 3060-0586/OMB Control No. 3060-0619
JULY 2013

| | | |
|-------|---|-----------------------------|
| <010> | Study Area Code | 320751 |
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| <039> | Contact Email Address - Email Address of person identified in data line <030> | Leah.Richter@vantageent.com |

| | | |
|-------|--|---|
| <110> | Has your company received its ETC certification from the FCC? if your answer to Line <110> is yes, do you have an existing \$54.202(a) "5 year plan" filed with the FCC? | <input checked="" type="radio"/> (yes / no) <input type="radio"/> |
| <111> | | <input type="radio"/> (yes / no) <input type="radio"/> |

If your answer to Line <111> is yes, please file a progress report, on line <112> delineating the status of your company's existing \$ 54.202(a) "5 year plan" on file with the FCC, as it relates to your provision of voice telephony service.

<112> Attach Five-Year Service Quality Improvement Plan or, in subsequent years, your annual progress report filed pursuant to 47 C.F.R. § 54.313(a)(1). If your company is a CETC which only receives frozen support, your progress report is only required to address voice telephony service.

320751IN112.pdf

Name of Attached Document

Please select the appropriate responses below (Yes, No, Not Applicable) to confirm that the attached document(s), on line 112, contains a progress report on its five-year service quality improvement plan pursuant to §54.202(a). The information shall be submitted at the wire center level or census block as appropriate.

| | | |
|-------|--|-----|
| <113> | Maps detailing progress towards meeting plan targets | Yes |
| <114> | Report how much universal service (USF) support was received | Yes |
| <115> | How much (USF) was used to improve service quality and how support was used to improve service quality | Yes |
| <116> | How much (USF) was used to improve service coverage and how support was used to improve service coverage | Yes |
| <117> | How much (USF) was used to improve service capacity and how support was used to improve service capacity | Yes |
| <118> | Provide an explanation of network improvement targets not met in the prior calendar year. | Yes |

FCC Form 483
OMB Control No. 3050-0046/OMB Control No. 3050-0129
July 2013

| | | |
|-------|---|-----------------------------|
| <010> | Study Area Code | 320751 |
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| <039> | Contact Email Address - Email Address of person identified in data line <030> | Leah.Richter@vantagepnt.com |

<210> For the prior calendar year, were there any reportable voice service outages?

[illegible]

(100) Unfulfilled Service Request
Data Collection Form

PCC Form 481
DMA Control No. 3080-0816/DMA Control No. 3080-0819
July 2013

| | |
|---|-----------------------------|
| <010> Study Area Code | 320751 |
| <015> Study Area Name | CITIZENS TEL CORP |
| <020> Program Year | 2017 |
| <030> Contact Name - Person USAC should contact regarding this data | Leah Richter |
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| <039> Contact Email Address - Email Address of person identified in data line <030> | Leah.Richter@vantagepnt.com |

| | |
|---|---|
| <300> Unfulfilled service request (voice) | 0 |
|---|---|

<310> Detail on attempts (voice)

Name of Attached Document

<320> Unfulfilled service request (broadband)

| |
|---|
| 0 |
|---|

<330> Detail on attempts (broadband)

Name of Attached Document

Page 5

| | | |
|-------|--|--|
| | | PCC Form 401 Data Control No. 3000-0000/ACWS Control No. 3000-0000 July 2003 |
| <010> | Study Area Code | 320751 |
| <015> | Study Area Name | CITIZENS TEL CORP |
| <020> | Program Year | 2017 |
| <030> | Contact Name - Person USAC should contact regarding this data | Leah Richter |
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| <039> | Contact Email Address - Email Address of person identified in data line <030> | Leah.Richter@vantagepnt.com |
| <500> | Certify compliance with applicable service quality standards and consumer protection rules | Yes |
| <510> | Descriptive document for Service Quality Standards & Consumer Protection Rules Compliance | 320751INS10.pdf |

| | |
|---|--|
| <p>Study Functionality in Emergency Situations</p> <p>State Collection Name</p> | <p>FCC Form 474</p> <p>Form 474-100, 2000-2001, 2002-2003, 2004-2005, 2006-2007</p> <p>July 2005</p> |
|---|--|

| | |
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| <039> Contact Email Address - Email Address of person identified in data line <030> | Leah.Richter@vantagepat.com |
| <600> Certify compliance regarding ability to function in emergency situations | Yes |
| <610> Descriptive document for Functionality in Emergency Situations | 320751IN610.pdf |

FCC Form 483

OMB Control No. 3060-0586/OMB Control No. 3060-0819
July 2013

| | | |
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| <020> | Program Year | 2017 |
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| <039> | Contact Email Address - Email Address of person identified in data line <030> | Leah.Richter@vantagepnt.com |
| <701> | Residential Local Service Charge Effective Date | 1/1/2016 |
| <702> | Single State-wide Residential Local Service Charge | |

[illegible]

Study Area Code

 <015> Study Area Name |

| <020> | Program Year |
|-------|--------------|
|-------|--------------|

| | | |
|-------|---|--------------|
| <030> | Contact Name - Person USAC should contact regarding this data | Leah Richter |
|-------|---|--------------|

| <035> | Contact Telephone Number - Number of person identified in data line <030> | 6059951793 | ext. |
|-------|---|------------|------|
| | | | |

| <039> | Contact Email Address - Email Address of person identified in data line <030> | Leah.Richter@vantagepnt.com |
|-------|---|-----------------------------|
| | | |

<711>

[illegible]

[illegible]

<813>



| | | |
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<900> Does the filing entity offer tribal land services? (Y/N) No

<910> Tribal Land(s) on which ETC Serves

<920> Tribal Government Engagement Obligation

Name of Attached Document

If your company serves Tribal lands, please select (Yes, No, NA) for each these boxes to confirm the status described on the attached document(s), on line 920, demonstrates coordination with the Tribal government pursuant to § 54.313(a)(9) includes:

- <921> Needs assessment and deployment planning with a focus on Tribal community anchor institutions.
- <922> Feasibility and sustainability planning;
- <923> Marketing services in a culturally sensitive manner;
- <924> Compliance with Rights of way processes
- <925> Compliance with Land Use permitting requirements
- <926> Compliance with Facilities Siting rules
- <927> Compliance with Environmental Review processes
- <928> Compliance with Cultural Preservation review processes
- <929> Compliance with Tribal Business and Licensing requirements.

| Select Yes or No or Not Applicable |
|--|
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<1000> Voice services rate comparability certification Yes

320751IN1010.pdf

<1010> Attach detailed description for voice services rate comparability compliance

Name of Attached Document

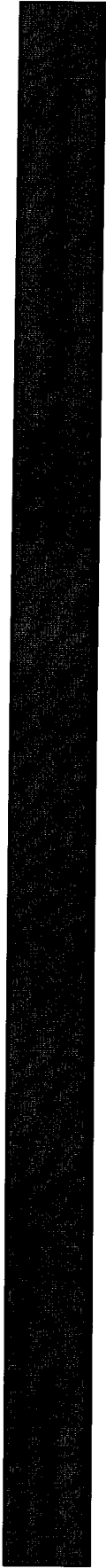
Yes - Pricing is no more than the most recent applicable benchmark announced by the Wireline Competition Bureau

<1020> Broadband comparability certification

320751IN1030.pdf

<1030> Attach detailed description for broadband comparability compliance

Name of Attached Document

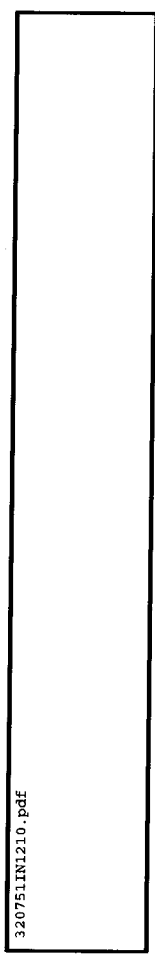


| | | |
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| | | |
|--------|--|----------------|
| <1100> | Certify whether terrestrial backhaul options exist (Y/N) | <div>Yes</div> |
|--------|--|----------------|

| | | |
|--------|---|-------------|
| <1130> | Please select the appropriate response (Yes, No, Not Applicable) to confirm the reporting carrier offers broadband service of at least 1 Mbps downstream and 256 kbps upstream within the supported area pursuant to § 54.313(g). | <div></div> |
|--------|---|-------------|

| | | |
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<1210> Terms & Conditions of Voice Telephony Lifeline Plans

<1220> Link to Public Website

HTTP citiznet.com/content/telephone-service

Name of Attached Document

"Please check these boxes below to confirm that the attached document(s), on line 1210, or the website listed, on line 1220, contains the required information pursuant to § 54.422(a)(2) annual reporting for ETCs receiving low-income support, carriers must annually report:

<121> Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers, ☒

<122> Details on the number of minutes provided as part of the plan, ☒

<1223> Additional charges for toll calls, and rates for each such plan. ☒

| | | |
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Select the appropriate responses below (Yes, No, Not Applicable) to note compliance as a recipient of Incremental High Cost support, High Cost support to offset access charge reductions, and Connect America Phase II support as set forth in 47 CFR § 54.313(b),(c),(d),(e). The information reported on this form and in the documents attached below is accurate.

Incremental Connect America Phase I reporting

| | | | |
|---------|---|--|--|
| <2010> | 2nd Year Certification 47 CFR § 54.313(b)(1)(i) - Note that for the July 1 2016 certification, this applies to Round 2 recipients of Incremental Support | | |
| <2011> | 3rd Year Certification 47 CFR § 54.313(b)(1)(ii) - Note that for the July 1 2016 certification, this applies to Round 1 recipients of Incremental Support | | |
| <2022> | Recipient certifies, representing year two after filing a notice of acceptance of funding pursuant to 54.312(c), that the locations in question are not receiving support under the Broadband Initiatives Program or the Broadband Technology Opportunities Program for projects that will provide broadband with speeds of at least 4 Mbps/1Mbps - 54.313(b)(2)(i). Round 2 recipients only. | | |
| <2023> | The attachment on line 2024 includes a statement of the total amount of capital funding expended in the previous year in meeting Connect America Phase I deployment obligations, accompanied by a list of census blocks indicating where funding was spent. This covers year two - 54.313(b)(2)(ii). Round 2 recipients only. | | |
| <2024A> | Round 2 Recipient of Incremental Support? | | |
| <2024B> | Attach list of census blocks indicating where funding was spent in year two - 54.313(b)(2)(ii). Round 2 recipients only. | | |
| <2025A> | Round 1 or Round 2 Recipient of Incremental Support? | | |
| <2025B> | Attach geocoded information for Phase I milestone reports (Round 1 for year three and Round 2 for year two) - Connect America Fund, WC Docket 10-90, Report and Order, FCC 13- | | |
| <2015> | 2016 and future Frozen Support Certification 47 CFR § 54.313(c)(4) | | |

Price Cap Carrier Connect America ICC Support {47 CFR § 54.313(d)}

<2016> Certification support used to build broadband

Connect America Phase II Reporting {47 CFR § 54.313(e)}

<2017A> Connect America Fund Phase II recipient?

<2017B> Attach information for Phase II - 54.313(e)(1) - list of geocoded locations already meeting the 54.309 public interest obligations at the end of calendar year 2015 and total amount of Phase II support, if any, the price

cap carrier used for capital expenditures in 2015.

<2018> Attach the number, names, and addresses of community anchor institutions to which the carrier newly began providing access to broadband service in the preceding calendar year - 54.313(e)(2)(ii)

<2019> Recipient certifies that it bid on category one telecommunications and Internet access services in response to all FCC Form 470 postings seeking broadband service that meets the connectivity targets for the schools and libraries universal service support program for eligible schools and libraries located within any area in a census block where the carrier is receiving Phase II model-based support, and that such bids were at rates reasonably comparable to rates charged to eligible schools and libraries in urban areas for comparable offerings - 54.313(e)(2)(v)

<2020> Recipient certifies that it offered broadband meeting the requisite public interest obligations specified in \$54.309 to 40% of its supported locations in the state on December 31, 2017 - 54.313(e)(3)

<2021> Recipient certifies that it offered broadband meeting the requisite public interest obligations specified in \$54.309 to 60% of its supported locations in the state on December 31, 2018 - 54.313(e)(4)

<2026> Recipient certifies that it offered broadband meeting the requisite public interest obligations specified in \$54.309 to 80% of its supported locations in the state on December 31, 2019 - 54.313(e)(5)

<2027> Recipient certifies that it offered broadband meeting the requisite public interest obligations specified in \$54.309 to 100% of its supported locations in the state on December 31, 2020 - 54.313(e)(6)

Name of Attached Document Listing
Required Information

Name of Attached Document Listing
Required Information

| | | |
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Complete the items below to note compliance with five year service quality plan (pursuant to 47 CFR § 54.202(a)) and, for privately held carriers, ensuring compliance with the financial reporting requirements set forth in 47 CFR § 54.313(f)(2). I further certify that the information reported on this form and in the documents attached below is accurate.

| | | |
|---------|--|--|
| (3009) | Progress Report on 5 Year Plan Carrier certifies to 54.313(f)(1)(iii) | |
| (3010A) | Milestone Certification {47 CFR § 54.313(f)(1)(ii)} | Yes - Attach Certification |
| (3010B) | Please Provide Attachment | Name of Attached Document Listing Required Information |
| (3012A) | Community Anchor Institutions {47 CFR § 54.313(f)(1)(ii)} | Yes - Attach New Community Anchors |
| (3012B) | Please Provide Attachment | Name of Attached Document Listing Required Information |
| (3013) | Is your company a Privately Held ROR Carrier {47 CFR § 54.313(f)(2)} | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| (3014) | If yes, does your company file the RUS annual report | (Yes/No) <input type="radio"/> Yes <input checked="" type="radio"/> No |
| | Please check these boxes to confirm that the attached PDF, on line 3017, contains the required information pursuant to § 54.313(f)(2) compliance requires: | |
| (3015) | Electronic copy of their annual RUS reports (Operating Report for Telecommunications Borrowers) | <input type="checkbox"/> |
| (3016) | Document(s) with Balance Sheet, Income Statement and Statement of Cash Flows | <input type="checkbox"/> |
| (3017) | If the response is yes on line 3014, attach your company's RUS annual report and all required documentation | Name of Attached Document Listing Required Information |
| (3018) | If the response is no on line 3014, is your company audited? | (Yes/No) <input checked="" type="radio"/> Yes <input type="radio"/> No |
| | If the response is yes on line 3018, please check the boxes below to confirm your submission on line 3026 pursuant to § 54.313(f)(2), contains: | |
| (3019) | Either a copy of their audited financial statement; or (2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers | <input checked="" type="checkbox"/> |
| (3020) | Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows | <input checked="" type="checkbox"/> |
| (3021) | Management letter and/or audit opinion issued by the independent certified public accountant that performed the company's financial audit. | <input checked="" type="checkbox"/> |
| | If the response is no on line 3018, please check the boxes below to confirm your submission on line 3026 pursuant to § 54.313(f)(2), contains: | |
| (3022) | Copy of their financial statement which has been subject to review by an independent certified public accountant; or 2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers | <input type="checkbox"/> |
| (3023) | Underlying information subjected to a review by an independent certified public accountant | <input type="checkbox"/> |
| (3024) | Underlying information subjected to an officer certification. | <input type="checkbox"/> |
| (3025) | Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows | <input type="checkbox"/> |
| (3026) | Attach the worksheet listing required information | Name of Attached Document Listing Required Information |



| | | |
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- Financial Data Summary
- (3027) Revenue
- (3028) Operating Expenses
- (3029) Net Income
- (3030) Telephone Plant In Service(TPIS)
- (3031) Total Assets
- (3032) Total Debt
- (3033) Total Equity
- (3034) Dividends



| | | |
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4005 Rural Broadband Experiment

Authorized Rural Broadband Experiment (RBE) recipients must address the certification for public interest obligations, provide a list of newly served community anchor institutions, and provide a list of locations where broadband has been deployed.

Public Interest Obligations – FCC 14-98 (paragraphs 26-29, 78)

Please address Line 4001 regarding compliance with the Commission's public interest obligations. All RBE participants must provide a response to Line 4001.

4001. Recipient certifies that it is offering broadband to the identified locations meeting the requisite public interest obligations consistent with the category for which they were selected, including broadband speed, latency, usage capacity, and rates that are reasonably comparable to rates for comparable offerings in urban areas?

Community Anchor Institutions – FCC 14-98 (paragraph 79)

4003a. RBE participants must provide the number, names, and addresses of community anchor institutions to which they newly deployed broadband service in the preceding calendar year. On this line, please respond (yes – attach new community anchors, no – no new anchors) to indicate whether this list will be provided.

If yes to 4003A, please provide a response for 4003B.

4003b. Provide the number, names and addresses of community anchor institutions to which the recipient newly began providing access to broadband service in the preceding calendar year.

Name of Attached Document Listing Required Information

Broadband Deployment Locations – FCC 14-98 (paragraph 80)

4004a. Attach a list of geocoded locations to which broadband has been deployed as of the June 1st immediately preceding the July 1st filing deadline for the FCC Form 481.

Name of Attached Document Listing Required Information

4004b. Attach evidence demonstrating that the recipient is meeting the relevant public service obligations for the identified locations. Materials must at least detail the pricing, offered broadband speed and data usage allowances available in the relevant geographic area.

Name of Attached Document Listing Required Information



| | | |
|-------|---|-----------------------------|
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TO BE COMPLETED BY THE REPORTING CARRIER, IF THE REPORTING CARRIER IS FILING ANNUAL REPORTING ON ITS OWN BEHALF:

| Certification of Officer as to the Accuracy of the Data Reported for the Annual Reporting for CAF or LI Recipients | |
|---|---|
| I certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate. | |
| Name of Reporting Carrier: CITIZENS TEL CORP | |
| Signature of Authorized Officer: CERTIFIED ONLINE | Date 06/22/2016 |
| Printed name of Authorized Officer: Joanie Paxson | |
| Title or position of Authorized Officer: Secretary, Office Manager | |
| Telephone number of Authorized Officer: 2603752111 ext. | |
| Study Area Code of Reporting Carrier: 320751 | Filing Due Date for this form: 07/01/2016 |
| Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001. | |



| | |
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TO BE COMPLETED BY THE REPORTING CARRIER, IF AN AGENT IS FILING ANNUAL REPORTS ON THE CARRIER'S BEHALF:

| Certification of Officer to Authorize an Agent to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier | |
|--|--------------------------------------|
| I certify that (Name of Agent) _____ is authorized to submit the information reported on behalf of the reporting carrier. I also certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual data reporting requirements provided to the authorized agent; and, to the best of my knowledge, the reports and data provided to the authorized agent is accurate. | |
| Name of Authorized Agent: _____ | |
| Name of Reporting Carrier: _____ | |
| Signature of Authorized Officer: _____ | Date: _____ |
| Printed name of Authorized Officer: _____ | |
| Title or position of Authorized Officer: _____ | |
| Telephone number of Authorized Officer: _____ | |
| Study Area Code of Reporting Carrier: _____ | Filing Due Date for this form: _____ |
| Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001. | |

TO BE COMPLETED BY THE AUTHORIZED AGENT:

| Certification of Agent Authorized to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier | |
|--|--------------------------------------|
| I, as agent for the reporting carrier, certify that I am authorized to submit the annual reports for universal service support recipients on behalf of the reporting carrier; I have provided the data reported herein based on data provided by the reporting carrier; and, to the best of my knowledge, the information reported herein is accurate. | |
| Name of Reporting Carrier: _____ | |
| Name of Authorized Agent Firm: _____ | |
| Signature of Authorized Agent or Employee of Agent: _____ | Date: 06/20/2016 |
| Name of Authorized Agent Employee: _____ | |
| Title or position of Authorized Agent or Employee of Agent: _____ | |
| Telephone number of Authorized Agent or Employee of Agent: _____ | |
| Study Area Code of Reporting Carrier: _____ | Filing Due Date for this form: _____ |
| Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001. | |

Attachments

[illegible]

REDACTED-FOR PUBLIC INSPECTION

REDACTED - FOR PUBLIC INSPECTION

CITIZENS TELEPHONE CORPORATION (SAC 320751)

ATTACHMENT LINE 112

Service Quality Improvement Reporting
Pursuant to 47 C.F.R § 54.313(a)(1)

ATTACHMENT REDACTED IN ENTIRETY

CERTIFICATION OF CITIZENS TELEPHONE CORPORATION**Reporting Period January 1 – December 31, 2015****Sec. 54.313(a)(5) Service Quality Standards and Consumer Protection Rules Compliance**

Pursuant to § 54.313(a)(5) for High-cost Recipients, Carrier hereby certifies that it is in compliance with applicable service quality standards and consumer protection rules.

Carrier completes installation requests and responds to service orders from existing locations within 24 business hours of the request. Carrier completes installation requests and responds to service orders to new locations within no longer than 2 business days of the request, as new facilities have to be buried. Carrier provides bill notification 30 days in advance of any customer rate changes. Carrier provides notice to customers of their billing practices through their customer service agreement located on their Carrier's website and in their retail office. Notice is also provided in their telephone directory which is updated annually. Carrier's procedures for receiving emergency calls during non-business hours include forwarding the emergency calls to the on-call central office technician who then follows Carrier's Disaster Recovery Plan calling order to remedy the situation.

Carrier follows Customer Proprietary Network Information (CPNI) rules and also files the annual CPNI certification with the FCC pursuant to the FCC's current CPNI rules and regulations. Attached are copies of Carrier's customer application which includes matters related to customer privacy. Also attached is Carrier's Phone Directory information related to customer privacy. Carrier has also implemented an Identity Theft Prevention Program in accordance with the federal Red Flags Rule.

I verify that the foregoing is true and correct. Executed on May 12, 2016.

/s/ Joanie Paxson

Joanie Paxson, General Manager, Citizens Telephone Corporation

SAC: 320751

Your submission has been accepted

| | | |
|---|---|-------------|
| ECFS Filing Receipt - Confirmation number: 2016218757562 | | |
| Proceeding | | |
| Name | Subject | |
| 06-36 | CPNI Compliance Certification Annual Filing | |
| Contact Info | | |
| Name of Filer: Citizens Telephone Corporation Attorney/Author Name: Citizens Telephone Corporation | | |
| Address | | |
| Address For: Filer Address Line 1: 426 N. Wayne Street Address Line 2: PO Box 330 City: Warren State: INDIANA Zip: 46792 | | |
| Details | | |
| Type of Filing: COMMENT | | |
| Document(s) | | |
| File Name | Custom Description | Size |
| Citizens - CPNI 2016 Certification Forms.pdf | Citizens 2015 CPNI Certification | 168 KB |
| Disclaimer | | |
| <p>This confirmation verifies that ECFS has received and accepted your filing. However, your filing will be rejected by ECFS if it contains macros, passwords, redlining, read-only formatting, a virus, or automated links to other documents.</p> <p>Filings are generally processed and made available for online viewing within one business day of receipt. You may use the link below to check on the status of your filing:</p> <p>http://apps.fcc.gov/ecfs/comment/confirm?confirmation=2016218757562</p> <p>For any problems please contact the Help Desk at 202-418-0193.</p> | | |

CITIZENS TELEPHONE CORPORATION

426 N Wayne Street P.O. Box 330

Warren IN 46792

Serving Warren and Liberty Center Exchanges



260-375-2111

FAX 260-375-2244

February 18, 2016

Ms. Marlene H. Dortch
Federal Communications Commission (FCC)
Office of the Secretary
445 12th Street, SW
Washington, DC 20554

Re: EB Docket No. 06-36

Dear Ms. Dortch:

Enclosed for electronic filing in compliance with the FCC customer proprietary network information (CPNI) rules under 47 C.F.R. § 64.2009(e) is the 2015 CPNI annual compliance certification and accompanying statement of operating procedures for Citizens Telephone Corporation (499 Filer ID: 801066).

Please contact me if you have any questions or concerns regarding this filing.

Respectfully Submitted,

Joanie Paxson
Compliance Officer
joanie@citznet.com
260-375-2111

Attachments

CITIZENS TELEPHONE CORPORATION

426 N Wayne Street P.O. Box 330

Warren IN 46792

Serving Warren and Liberty Center Exchanges



260-375-2111

FAX 260-375-2244

Attachment: Accompanying Statement of Operating Procedures

Per the FCC CPNI rules [47 CFR §64.2009(e)] and as referenced in the attached signed certification, Citizens Telephone Corporation, herein referenced as the Company hereby certifies that the Company [and its affiliates] is in compliance with the FCC CPNI rules and has outlined some of the important operating procedures below in order to ensure the Company's compliance in the protection of CPNI:

1. CPNI manual has been reviewed in order to ensure compliance for all FCC CPNI rules and has been adopted by our Company's board
2. CPNI Compliance officer has been designated and oversees all CPNI duties, training, and activity
3. Employees have been trained on when they are, and are not, authorized to use or disclose CPNI
 - o Disciplinary process has been defined and is in place for violations and/or breaches of CPNI
4. Carrier authentication requirements have been met
 - o All customers during a customer-initiated telephone call are authenticated as being an authorized account contact before discussing CPNI (non-call detail or call detail) without utilizing readily available biographical or account information as defined by the FCC
 - o Call detail is only released to customers during customer-initiated telephone contact if a password is provided. If the requesting customer does not provide a password, only the following FCC approved methods are permitted for the release of the requested call detail:
 - Sending the requested detail to the address of record (only a physical or email address associated with that particular account that has been in our company files for at least 30 days)
 - Calling the customer back at the telephone of record (only disclosing if the customer was authenticated as being an authorized account contact)
 - Having customer come in to Company's office and provide a valid government issued photo ID
5. Notice to customer of account change as customers are notified immediately when a customer creates or changes one of the following:
 - o password
 - o customer response to a back-up means of authentication for lost or forgotten passwords
 - o online account
 - o address of record
6. Notice of unauthorized disclosure of CPNI, a notification process is in place in order to notify both law enforcement and customer(s) in the event of a CPNI breach within the timeline specified by the FCC
7. CPNI is not utilized for marketing purposes
 - o Marketing campaigns are only done by sending promotions to all customers, which are documented
 - o One time oral marketing approval method may be used at times
8. Additional protection measures are taken above and beyond the current FCC CPNI rules
 - o Company takes reasonable measures to discover and protect against activity that is indicative of pretexting
 - o Company maintains security of all CPNI, including but not limited to:
 - Documents containing CPNI are shredded
 - Computer terminals are locked when employee is not at the station

Annual 47 C.F.R. § 64.2009(e) CPNI Certification**EB Docket 06-36**

Annual 64.2009(e) CPNI Certification for 2015

Date filed: February 18, 2016

Name of company covered by this certification: Citizens Telephone Corporation

Form 499 Filer ID: 801066

Name of signatory: Joanie Paxson

Title of signatory: Compliance Officer

I, Joanie Paxson, certify that I am an officer of the company named above, and acting as an agent of the company, that I have personal knowledge that the company has established operating procedures that are adequate to ensure compliance with the Commission's CPNI rules. See 47 C.F.R. § 64.2001 *et seq.*

Attached to this certification is an accompanying statement explaining how the company's procedures ensure that the company is in compliance with the requirements set forth in section 64.2001 *et seq.* of the Commission's rules. See attached accompanying statement of operating procedures.

The company has not taken any actions (proceedings instituted or petitions filed by a company at either state commissions, the court system, or at the Commission against data brokers) against data brokers in the past year.

The company has not received any customer complaints in the past year concerning the unauthorized release of CPNI.

The company currently has no information with respect to the processes pretexters are using to attempt to access CPNI. At this time, we have not encountered known pretexting. Our protective measures against pretexters are outlined in the accompanying statement of operating procedures.

The company represents and warrants that the above certification is consistent with 47 C.F.R. §1.17 which requires truthful and accurate statements to the Commission. The company also acknowledges that false statements and misrepresentations to the Commission are punishable under Title 18 of the U.S. Code and may subject it to enforcement action.

Signed: Joanie Paxson

Attachment: Accompany Statement explaining CPNI procedures

FCC Plan for Customer Proprietary Network Information (CPNI)

Your Customer Proprietary Network Information Rights

In the normal course of providing your telephone service, Citizens Telephone Corporation maintains certain information about your account. This information, when matched to your name, address and calling or originating billing telephone number, is known as your customer specific "Customer Proprietary Network Information," or CPNI for short. Examples include the type of line you have, service features like Touch tone and Caller ID, class of service, telephone charges, long-distance and local service billing records, directory assistance charges, and historical call records and patterns. Some service providers, elected by you, offering additional telecommunication services, such as INTRA/INTER LATA long-distance providers and Internet call-forwarding services, may have customer information and historical call data. You should consult the third party vendor's CPNI policy for information on their use, privacy, and your rights, of your CPNI.



Currently, Citizens Telephone Corporation does not market additional services, nor do we sell customer information to any third party. However, we reserve the right, afforded by law, to use your CPNI to market additional local telephone services to you in the future, as well as enhanced features and long distance services. The Federal Communications Commission has adopted rules stating that Citizens Telephone Corporation may not use your CPNI to market certain telecommunications related services or features to you if you have requested that the CPNI be considered "restricted/opt-out" for this purpose. If you wish to have your CPNI "restricted/opt-out," call the Citizens Telephone Corporation office at (260) 375-2111. Tell us that you wish to restrict our use of your customer information. The restriction will remain in effect until you notify us otherwise. Please note that restricting your CPNI will not eliminate all of our marketing contacts with you. You could still receive marketing contacts from us that are not based on your CPNI. Also, we are permitted to use your CPNI to contact you about additional local telephone and other services when we already provide you that same type service. Finally, even if your CPNI is restricted, we may still use it to market any other telecommunications services or features with your permission or if you contact us and ask about them.

CITIZENS TELEPHONE CORPORATION **Authorized Account Contacts**

Per the new FCC rules regarding Customer Proprietary Network Information (CPNI) as described in the attached notice, this form needs to be completed and returned to our office.

The current authorized account contacts are listed below. Please mark whether you would or would not like to add another contact to the account at this time. If you do add another contact, please provide their name(s) in the lines below.

Reminder: Due to the new CPNI FCC rules, we can only discuss certain account information and call detail with such authorized contacts.

Services Supplied by Citizens (please mark all that apply)

| | | | | | |
|-------|--|----------|--|----------|--|
| Phone | | Internet | | Cable TV | |
|-------|--|----------|--|----------|--|

Current Authorized Account Contacts for (phone number): (260) -

Contact: _____

Contact: _____

☐ No, at this time I do not want to add any additional authorized contacts to my account.

☐ Yes, at this time I would like to add the following people as authorized contacts for my account.

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

Email Address*: _____

*The FCC does allow call detail CPNI to be sent to an email account of record. However, this email address must be in the company files for at least 30 days before CPNI can be sent to it. If you would like our company to have an "email address of record" in our files, please provide the address.

Authorized By: _____

(Signature of authorized contact currently listed on the account)

Date: _____

Please use the enclosed envelope to return the completed form to our office at:

Citizens Telephone Corporation
426 N. Wayne Street, PO Box 330
Warren, IN 46792-0330

For questions regarding this form or the new CPNI company policies, please contact:

Joanie Paxson

CPNI Compliance Officer
Citizens Telephone Corporation

(260) 375-2111

Phone Number

CITIZENS TELEPHONE CORPORATION Password Set Up

Per the new FCC rules regarding Customer Proprietary Network Information (CPNI) as described in the attached notice, this form needs to be completed and returned to our office.

Reminder: Due to the new CPNI FCC rules, if you request call detail information you must supply this password before the information can be disclosed. If you do not remember the password, the security questions below will be used for verification and a new password will be established. If a password can not be supplied for call detail information, there are only a few ways mandated by the FCC in order to obtain the information.

- (1) Have the telephone representative call you back, but only at the telephone number of record
- (2) Have the telephone representative mail you the requested call detail information, but only to the address of record
- (3) You, the authorized account customer, must come to the telephone office and show your valid government issued photo ID

One Form must be completed per account, therefore if there are more than one authorized customers on the account this password will be for all authorized customers.

Current Authorized Account Contacts for (phone number): (260) - _____

Contact: _____

Contact: _____

Authorized Customer Chosen Password*: _____

(Between 5-10 characters in length - Alpha, Numeric, or Alpha/Numeric Mixed - no spaces or symbols at

*This password can not be historical information such as based on your social security number, address, etc. The FCC is trying to minimize the possibility of false identification for supplying call detail, therefore do not use anything that someone else would be able to access.

Security Questions & Answers:

Chose two security questions and fill in the answer. This will be used to verify you as the authorized customer if the password can not be remember. The telephone representative will ask you the chosen questions and wait for the proper answer (that you complete below) before the password is re-established.

1. What was your first childhood pet's name?

2. Where were you born?

(You can use city and state, just state, just city, state abbreviation, zip code, city nick name, etc. Just remember they way you have chosen to answer this.)

3. What is your favorite color?

4. As a child, what was your dream job?

5. What brand of shampoo do you use?

Authorized By: _____

(Signature of authorized contact currently listed on the account)

Date: _____

Please use the enclosed envelope to return the completed form to our office at:

Citizens Telephone Corporation
426 N. Wayne Street, PO Box 330
Warren, IN 46792-0330

For questions regarding this form or the new CPNI company policies, please contact:

Joanie Paxson
CPNI Compliance Officer
Citizens Telephone Corporation

(260) 375-2111

Phone Number

**FACT ACT RED FLAG IDENTITY THEFT
PREVENTION MANUAL**

COMPLIANCE OFFICER ANNUAL RFITP REPORT

To be compliant with the RFITP responsibilities and duties designated to me as Compliance Officer, I must present an annual report to the Board of Directors for Citizens Telephone Corporation.

The RFITP rules state:

“Compliance Officer must prepare and present annual report to the Board. In order to do so, the Compliance Officer must have personal knowledge that the company has established operating procedures that are adequate to ensure compliance with the requirements of the Red Flag rules. The annual report should address material matters related to the Red Flag Identity Theft Prevention manual and evaluate issues such as: the effectiveness of policies and procedures of our Company in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts; service provider arrangements; significant incidents involving identity theft and management’s response; and recommendations for material changes to the manual, which will need to be approved by the Board.”

As Compliance Officer’s appointed by the Board of Directors, we hereby report:

For the period November 1, 2014 thru October 31, 2015 there was no security breaches reported by Citizens Telephone subscribers, or from any of our 3rd Party Providers.

Dated this 3rd day of November 2015.


Joan Paxson, Compliance Officer


Cammy Ackley, Compliance Officer

**ANNUAL REVIEW OF THE BOARD OF DIRECTORS OF
CITIZENS TELEPHONE CORPORATION**

**FACT ACT RED FLAG IDENTITY THEFT
PREVENTION MANUAL**

RESOLUTION: At a meeting of the Board of Directors of Citizens Telephone Corporation & Warren Cable Company, hereafter referred to as the Board, which was held on this 1st day of Dec 2015, the following report was unanimously approved:

In order to comply with the FACT Red Flag Identity Theft Prevention Program, the Board of Directors of Citizens Telephone Corporation must review and approve the annual report submitted by the Compliance Officer.

This report has been submitted by Co-Compliance Officers Joan Paxson and Cammy Ackley.

IN WITNESS WHEREOF, I have affixed my name as President of said Citizens Telephone Corporation, this 1st day of Dec 2015.



(Neil Laymon, President)

CERTIFICATION OF CITIZENS TELEPHONE CORPORATION**Reporting Period January 1 – December 31, 2015****Sec. 54.313(a)(6) Ability to Function in an Emergency Situation**

Pursuant to § 54.313(a)(6) for High-cost Recipients, Carrier hereby certifies that it is able to function in emergency situations as set forth in § 54.202(a)(2). Carrier is able to remain functional in an emergency situation through the use of back-up power to ensure functionality without an external power source. Carrier has generators for power reserve in their Central office and Liberty Center Office. Carrier's rural Remotes each have up to 8 hours battery backup and Carrier also has 2 portable 50kW generators to service the Rural Remotes in the event of an extended outage. Battery charging takes 2 hours which allows time to charge and move to another remote if needed. This backup enables it to provide service for a reasonable period of time if external power is lost. Carrier's network is engineered to handle reasonable excess traffic in the event of traffic spikes resulting from emergency situations. Carrier has redundancy in its network for use in re-rerouting traffic when facilities are damaged. Carrier also has in place a Disaster Recovery Plan, which has been reviewed, approved and adopted by the Board of Directors and Carrier.

I verify that the foregoing is true and correct. Executed on May 12, 2016.

/s/ Joanie Paxson

Joanie Paxson, General Manager, Citizens Telephone Corporation

SAC: 320751

CERTIFICATION OF CITIZENS TELEPHONE CORPORATION**Reporting Period January 1 – December 31, 2015****47 CFR 54.313(a)(10) - Voice Services Rate Comparability**

Pursuant to 47 CFR 54.313(a)(10) for High-cost Recipients, Carrier hereby certifies that the pricing of Carrier's voice services is no more than two standard deviations above the applicable national average urban rate for voice service, as specified in the most recent public notice issued by the Wireline Competition Bureau and Wireless Telecommunications Bureau.

The WCB announced that the average local end-user rate plus state regulated fees of the surveyed incumbent LECs in urban areas is \$41.07. This was published in the FCC's Public Notice, WC Docket No. 10-90, DA 16-362, released April 5, 2016. Carrier's voice service rates are less than two standard deviations in relation to the applicable 2016 national average urban rate as established by the WCB.

I verify that the foregoing is true and correct. Executed on May 12, 2016.

/s/ Joanie Paxson

Joanie Paxson, General Manager

Citizens Telephone Corporation

SAC: 320751

CERTIFICATION OF CITIZENS TELEPHONE CORPORATION**Reporting Period January 1 – December 31, 2015****47 CFR 54.313(g) – Broadband Services Rate Comparability**

Pursuant to 47 CFR 54.313(g) for High-cost Recipients, Carrier hereby certifies that the pricing of Carrier's broadband services is no more than two standard deviations above the applicable national average urban rates for broadband service, as specified in the most recent public notice issued by the Wireline Competition Bureau and Wireless Telecommunications Bureau.

The following table was published in the FCC's Public Notice, WC Docket No. 10-90, DA 16-362, released April 5, 2016. The table provides the 2016 benchmark for a number of different broadband service offerings.

| Download Speed (Mbps) | Upload Speed (Mbps) | Usage Allowance (GB) | Benchmark |
|--------------------------|------------------------|-------------------------|-----------|
| 10 | 1 | 100 | \$71.40 |
| 10 | 1 | 250 | \$75.99 |
| 10 | 1 | Unlimited | \$77.80 |
| 25 ⁹ | 5 | 250 | \$95.08 |
| 25 ¹⁰ | 5 | Unlimited | \$96.89 |

I verify that the foregoing is true and correct. Executed on June 7, 2016.

/s/ Joanie Paxson

Joanie Paxson, General Manager

Citizens Telephone Corporation

SAC: 320751

(1200) Terms and Conditions for Lifeline Program Consumers

Study Area Code: 320751

Study Area Name: Citizens Telephone Corporation

Citizens Telephone Corporation publishes Lifeline Information in their phone directory, advertises in the local newspapers and also publishes information within their yearly newsletter.

Citizens Telephone Corporation's Rates and Pricing <http://www.citznet.com/content/telephone-service>

Frequently Asked Questions on Citizens Telephone Corporation's website <http://www.citznet.com/content/faq> :

Q. Are there programs available to help make telephone service more affordable for low-income customers? How is eligibility determined, and where can I apply?

A. Federal and state lawmakers believe that every person in America should have access to quality, affordable telecommunications service. If you participate in social programs, such as Supplemental Security Income (SSI), Food Stamps, Low Income Home Energy Assistance (LIHEAP), Temporary Assistance to Needy Families (TANF), Medicaid, Federal Public Housing Assistance, National School Lunch Program or if your household income is below a certain threshold level, you may qualify for a discount on your telephone bill. This "universal service" system includes:

- Lifeline assistance - provides discounts for basic monthly local telephone service
- Link-up - reduces the cost of initiating new telephone service

Eligibility for these programs varies by federal and state guidelines. To find out whether you qualify, you need to fill out standard forms available at our office and other state and local government offices in the area. While we participate in these federal and state programs based support programs, we are not responsible for determining who qualifies, and therefore who receives assistance. Customers must meet specific, pre-determined regulations in order to obtain assistance with their local telephone service.

The Universal Service Administration lists full details and state-specific Lifeline contact information, at www.lifelinesupport.org. Or you can call toll free, 1-888-641-8722, if you have questions about the Lifeline and Link-up discounts.

Copy of our webpage to access new service application, rates, customer service agreement and link to download the Lifeline brochure/application.

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Telephone Service | Citizen... x

www.citiznet.com/content/telephone-service

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(260) 375-2111



CITIZENS
TELEPHONE CORPORATION
Your Local Connection!

CABLE TELEVISION

INTERNET ACCESS

TELEPHONE SERVICE

Telephone Service

Residential Basic Service

- Warren (375) Exchange is \$12.24 per month
- Liberty Center (694) Exchange is \$12.49 per month
- Existing home installation is a one time fee of \$21.00
- New home installation is a one time fee of \$30.00

Business Basic Service

- Warren (375) Exchange
 - Single line basic service is \$18.94 per month
 - Multi line basic service is \$20.94 per month
- Liberty Center (694) Exchange
 - Single line basic service is \$18.60 per month

Contact us to learn more

Name

Phone

Email

Comments/Questions

File
Edit
View
History
Bookmarks
Tools
Help

Telephone Service | Citizen... x

www.citiznet.com/content/telephone-service

MBS LOGIN
NLAD
Amazon
CDG WebEx
From Internet Explorer
Pandora
Nutrisystem

Search

[View custom calling features list](#)

For more information on set up and use of a specific feature, please refer to the directory.

For more information or to order a feature call Citizens Telephone at (260) 375-2111

Links

- [Customer Service Agreement](#)
- [CTC Rates & Pricing](#)
- [Bundle Agreement Form](#)
- [Direct ACH Payment Authorization](#)
- [CPNI Privacy Statement](#)
- [Federal Communications Commission \(FCC\)](#)
- [Indiana Utility Regulatory Commission \(IURC\)](#)
- [Office of Utility Consumer Counselor \(OUCC\)](#)
- **STOP TELEMARKETERS**
 - [Register on the FCC's No Call List and](#)
 - [Indiana's Telephone Privacy](#)
- [Indiana Telecommunications Association \(ITA\)](#)
- [Indiana Exchange Carrier Association \(INECA\)](#)
- [Indiana Fiber Network \(IFN\)](#)
- [Indiana Underground](#)
- [\(Call before you dig. 1-800-382-5544 At least 2 days before. It's the law!\)](#)
- [Telephone Assistance Programs for Low Income Households](#)

Abbreviated Dialing Codes

- 211 Community Information
- 411 Directory Assistance
- 711 Telecommunications Relay Services for Deaf, Hard-of-Hearing, or Speech-Impaired
- 811 Indiana Underground Plant Protection Service (IUPPS) "Call Before You Dig"
- 911 National Emergency Service

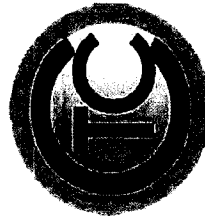
**Yes, you can
afford
telephone
service!**



LIFELINE ASSISTANCE PROGRAM



The LIFELINE PROGRAM helps telephone companies offer discounts to subscribers, which lowers the cost of their monthly telephone service. You are eligible to receive a discount on either a wireline or wireless account.



Citizens Telephone Corporation
426 N Wayne St
PO Box 330
Warren IN 46792
260-375-2111
www.citznet.com

What are the restrictions?

Lifeline discounts will only apply toward the basic residential telephone service. This discount is available for only one telephone service per household. If you are receiving this discount from a wireless provider, it is not available from Citizens Telephone. Applicant must reside at the location for which the telephone service is provided.

How do I verify eligibility?

Applicants who qualify must show proof of participation in one of the eligibility programs or income based eligibility. Proof can be obtained by bringing the necessary documents to Citizens Telephone office. This could include your benefit ID card, copy of eligibility letter from authorized agency or prior year's statement of benefits. Annual recertification will be required to remain on Lifeline.

How do I sign up?

Applications are available at Citizens Telephone's office.



PROGRAM BASED ELIGIBILITY

You must provide proof of participation in at least one of the following programs:

- Medicaid
- Supplemental Nutrition Assistance (Food Stamps)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance Section 8
- Low Income Energy Assistance to Needy Families (TANF)
- National School Lunch Program's Free Lunch

Every person in America should have access to quality, affordable telecommunication service. The principle of "Universal Service" has been the goal of the telecommunications industry for decades. In 1934, the federal government codified the goal and reaffirmed it in 1996 by establishing policies for the "preservation and advancement of Universal Service."

To achieve the Universal Service goal, carriers have access to a fund that is generated by contributions from the telecommunications providers in the United States. Telecommunications companies draw from the fund to provide four programs that support telecommunications services nationwide. Lifeline Assistance Program is a part of the Fund's Low Income Program. Toll Limitation Service is another program available to low income subscribers to help them control what they spend on telephone long distance service. Lifeline and Toll Limitation support provides discounts to eligible low income consumers to help them establish and maintain telephone service.

INCOME BASED ELIGIBILITY

Calculate the total household income by adding the income from all adult persons in the household in the below categories to see if you qualify:

| | |
|--------------------------|--|
| Wages | |
| Social Security Benefits | |
| Retirement Benefits | |
| Alimony | |
| Child Support | |
| Unemployment Benefits | |
| Worker's Compensation | |
| TOTAL | |

| | |
|----------------|---------------|
| Household Size | Yearly Income |
| 1 | \$15,755 |
| 2 | \$21,236 |
| 3 | \$26,717 |
| 4 | \$32,198 |
| 5 | \$37,679 |
| 6 | \$43,160 |
| 7 | \$48,641 |
| 8 | \$54,122 |

For each additional person, add \$5,481

You must provide proof of income. Examples include your prior year's income tax return or most recent statements from each type of current income sources noted above.

LIFELINE ASSISTANCE APPLICATION
Certification for Landline Service Providers

| |
|--|
| <input type="checkbox"/> New Service |
| <input type="checkbox"/> Recertification |

SECTION A – PERSONAL INFORMATION

The person below **MUST BE** the same person listed on the telephone bill. Please remember to complete Section D on the reverse side.

| | |
|-----------------------|----------------------|
| Date | Complete Phone # |
| Subscriber Name | Service Address |
| Billing Address | Room # or Apt # |
| City, St, Zip | City, St, Zip |
| Date of Birth (M/D/Y) | Last 4 Digits of SSN |

Is this service address temporary? ☐ YES / NO

Is this service address a multi-household? ☐ YES / NO

Only one Lifeline service is available per household. For purposes of the Lifeline program:

- A household is defined as any individual or group of individuals who live together at the same address as one economic unit.
- An "economic unit" consists of all adult individuals contributing to and sharing in the income and expenses of a household. A household may include related and unrelated persons, and may not receive Lifeline benefits from multiple providers.

Lifeline is a federal government assistance benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment, or being barred from the program. Lifeline is a non-transferable benefit and you may not transfer your benefit to any other person. (If you are returning application by mail, please send only copies, not original documents. Documentation will NOT be returned, and will be shredded after verification.)

APPLICANT MUST COMPLETE SECTION B OR

SECTION B – PROGRAM BASED ELIGIBILITY

Check all program (s) in which you or household members are currently enrolled. You must provide proof of program participation. This could include a copy of your benefit ID card, a copy of an eligibility letter from authorized agency or prior year's statement of benefits.

- ☐ Medicaid (E1)
- ☐ Supplemental Nutrition Assistance (Food Stamps or Snap) (E2)
- ☐ Supplemental Security Income (SSI) (E3)
- ☐ Federal Public Housing Assistance Section 8 (E4)
- ☐ Low Income Energy Assistance Program (LIHEAP) (E5)
- ☐ Temporary Assistance to Needy Families (TANF) (E6)
- ☐ National School Lunch Program's Free Lunch (E7)

Circle qualifying household size

| Household Size | Yearly income @ 135% of Federal Poverty Guidelines |
|----------------|--|
| 1 | \$15,755 |
| 2 | \$21,236 |
| 3 | \$26,717 |
| 4 | \$32,198 |
| 5 | \$37,679 |
| 6 | \$43,160 |
| 7 | \$48,641 |
| 8 | \$54,122 |

Calculate the TOTAL household income by reporting the income of all adult persons in your household in the appropriate category. [REDACTED]

| INCOME SOURCE | AMOUNT OF INCOME |
|--|------------------|
| Prior Year's State or Federal tax return OR Social Security; Retirement Benefits | |
| Alimony or Child Support Benefits | |
| Wages | |
| Unemployment; Worker's Compensation | |
| TOTAL | |

[REDACTED] Examples include your prior year's State or Federal income tax return OR most recent statement(s) from each type of current income sources noted above:

- Three months' worth of your most recent paycheck stub(s)
- Unemployment/Workmen's Compensation statement of benefits from all employers
- Child Support documentation showing benefits
- Social Security statement of benefits
- Federal or Veterans Administration statement of benefits
- Divorce Decree showing Alimony benefits

If you are returning application by mail, please send only copies, not original documents. Documentation will NOT be returned, and will be shredded after verification.

(*) The US Department of Health & Human Services updates the federal poverty guidelines annually. Figures above are using 2013 data.

SECTION D – SIGNATURE SECTION [REDACTED]

Please read the following statements, initial by each certification, and sign below. (Disclosure Statement: Perjury and false statements are punishable by fine and/or imprisonment under Title 18 of the U.S. Code.) By initialing below, I certify under penalty of perjury, to each and every one of the following statements:

| | |
|--------------------------|---|
| <input type="checkbox"/> | I meet the income based or programs based eligibility criteria for receiving Lifeline support and have provided documentation of my eligibility. |
| <input type="checkbox"/> | I will notify the carrier within 30 days if, for any reason, I no longer satisfy the criteria for receiving Lifeline including if I no longer meet the income based or program based criteria for receiving Lifeline support, if I am receiving more than one Lifeline benefit, or if another member of my household is receiving a Lifeline benefit. |
| <input type="checkbox"/> | If I move to a new address, I will provide that new address to the telephone company within 30 days. |
| <input type="checkbox"/> | If I provided a temporary residential address to the telephone company, I will be required to verify my temporary residential address every 90 days. |
| <input type="checkbox"/> | My household will receive only one (1) Lifeline service, and to the best of my knowledge, my household is not already receiving a Lifeline service. |
| <input type="checkbox"/> | I acknowledge that I will be required to re-certify my continued eligibility for Lifeline annually, and my failure to re-certify as to my continued eligibility will result in de-enrollment and the termination of my Lifeline benefits. |
| <input type="checkbox"/> | I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law. |
| <input type="checkbox"/> | I acknowledge that information from this certification will be given to the Universal Service Administrative Company (USAC) and/or its agents for the purpose of verifying that my household does not receive more than one benefit. |

By signing below, I affirm under the penalty of perjury that the information contained in the application and certification form is true and correct to the best of my knowledge.

Customer Signature & Printed Name

Date

POA Name (If applicable)

POA Mailing Address & Contact Phone Number

Documentation verified by: _____

General Information

Dial-Direct

Dial-direct calls are those (excluding Alaska and Hawaii) completed from a residence or business phone without operator assistance.

Long distance direct-dial calls are provided by the carrier of your choice. Rates are set by the carrier you have chosen.

Operator-Assisted

Operator-assisted calls are those requiring the assistance of an Operator to complete the call. These include person-to-person, coin, collect, calling card, billed to a third number, hotel guest, and time and charge calls.

Additional service charges apply when the operator assists in placing your call. Rates are set by the carrier you have chosen.

– Federal Excise Tax applies to all charges.

– Charges are based upon rates in effect at the time of connection at the calling point, calls beginning in one rate period and ending in another are billed for time & rate of each period.

Assistance Programs

Citizens Telephone Corporation participates in the Lifeline program that helps low income customers afford local telephone service. In order to meet the low income eligibility criteria, you must participate in one of the following programs:

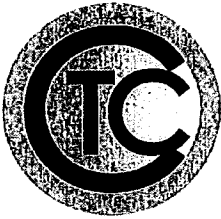
- Supplemental Security Income (SSI)
- Supplemental Nutrition Assistance Program (SNAP)
- Low Income Home Energy Assistance (LIHEAP)
- Temporary Assistance to Needy Families (TANF)
- Medicaid
- Federal Public Housing Assistance
- National School Lunch Program
- Low Income/Federal Poverty Guideline
- Additional information or application, please contact our office. The discount is available on one telephone service per household. You may receive the discount on either a wireline or wireless service.



Notice

900 and 976 call in numbers are NOT Toll Free. Charges range from \$.50 to \$25.00 and more, plus additional minutes of use. Know before you dial these numbers!

Calls to directory assistance will be subject to charges from the companies providing long distance service.



CITIZENS
TELEPHONE CORPORATION
Your Local Connection!

PO Box 330
426 N Wayne Street
Warren IN 46792
(Phone) 260-375-2111
(Fax) 260-375-2244

September 15, 2015

Salamonie School / 1063 E 900 S / Warren IN 46792

Huntington North High School / 450 MacGahan St / Huntington IN 46750

Riverview Middle School / 2465 Waterworks Rd / Huntington IN 46750

Southern Wells Elementary / 9120 S 300 W / Poneto IN 46781

Southern Wells High School / 9120 S 300 W / Poneto IN 46781

Each year, according to Federal Communications Commission regulations, we must recertify and provide public notice to any telephone subscribers that may be eligible for the Lifeline Assistance Program. According to Lifeline guidelines, students/households that qualify for the School Lunch Program also qualify for the Lifeline assistance program.

Enclosed you will find application to request the Lifeline credits. This application is for both new service and also for re-certification for those residents within our serving area. Please provide this application to students that qualify for the lunch program, as their household may also qualify for the Lifeline program.

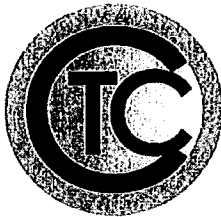
Please give our office a call if you should have questions.

Sincerely,
CITIZENS TELEPHONE CORPORATION

Cammy Ackley

Cammy Ackley

Enclosure



CITIZENS
TELEPHONE CORPORATION
Your Local Connection!

PO Box 330
426 N Wayne Street
Warren IN 46792
(Phone) 260-375-2111
(Fax) 260-375-2244

September 14, 2015

Ashlie Buzzard - Salamonie Township Trustee, Huntington County
806 Huntington Av / Warren IN 46792

Dave Keller - Jefferson Township Trustee, Huntington County
1576 W 1000 S / Warren IN 46792

Bruce Herr - Jackson Township Trustee, Wells County
6620 W 900 S 90 / Warren IN 46792

Diane Rockwell - Liberty Township Trustee, Wells County
PO Box 122 / Liberty Center IN 46766

Steve Studebaker - Chester Township Trustee, Wells County
7620 S Meridian Rd / Poneto IN 46781

Attention Township Trustees:

Each year, according to Federal Communications Commission regulations, we must recertify and provide public notice to any telephone subscribers that may be eligible for the Lifeline Assistance Program.

Enclosed you will find applications to request the Lifeline credits. This application is for both new service and also for re-certification. Please provide the application to residents that may contact your office for any type of assistance, as they may qualify for the Lifeline program.

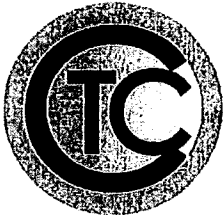
Please give our office a call if you should have questions.

Sincerely,
CITIZENS TELEPHONE CORPORATION

Cammy Ackley

Cammy Ackley

Enclosures



CITIZENS
TELEPHONE CORPORATION
Your Local Connection!

PO Box 330
426 N Wayne Street
Warren IN 46792
(Phone) 260-375-2111
(Fax) 260-375-2244

September 14, 2015

Dear Lifeline Assistance Subscriber:

Each year, according to Federal Communications Commission regulations, we must recertify all subscribers that are eligible for the Lifeline Assistance Program. According to our records, you are currently receiving this assistance credit toward your basic local service.

Enclosed you will find application to receive the Lifeline credits. This application is for both new service and also for re-certification. Please complete the application and return to our office, along with copy of proof, of your participation in the approved program(s) you have indicated. If you wish, you can bring the proof to our office and we will verify in person. **We must have this verification in order for you to be eligible to receive Lifeline credits.**

This application needs to be returned to our office no later than October 20th, in order for you to remain on the assistance program. Failure to return the application and proof of eligibility will result in you being denied the credits effective on your November 1st billing.

Please give our office a call if you should have questions.

Sincerely,
CITIZENS TELEPHONE CORPORATION

Cammy Ackley

Cammy Ackley

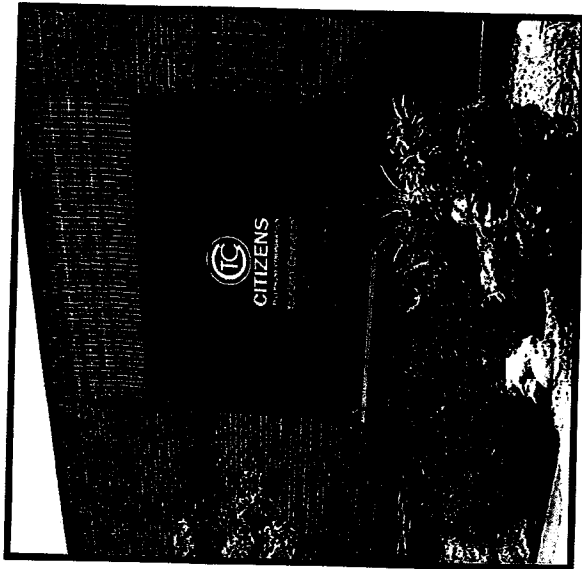
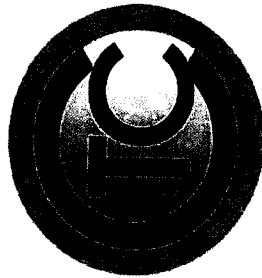
Enclosure

BUNDLED PRODUCTS AVAILABLE

| | |
|--|---------------------|
| Double Play Standard Phone & Internet (4.0 M) | \$52.00 /mo |
| Double Play Ultimate Phone & Internet (10.0 M) | \$68.00 /mo |
| Double Play Premium Phone & Internet (15.0 M) | \$85.00 /mo |
| Triple Play Standard Phone, Internet (4.0 M) & Basic Cable TV | \$84.00 /mo |
| Triple Play Ultimate Phone, Internet (10.0 M) & Basic Cable TV | \$94.00 /mo |
| Triple Play Premium Phone, Internet (15.0 M) & Basic Cable TV | \$103.00 /mo |

All packages include unlimited local calling, lower long distance rate, and choice of calling features. The above pricing does not include State & Federal taxes, E911 Fee, or Regulatory taxes and fees.

**SAVE MONEY BY
BUNDLING YOUR
SERVICES INTO ONE
MONTHLY FEE!**



**YOUR LOCAL
HOMETOWN
CONNECTION**

426 N Wayne St
PO Box 330
Warren IN 46792
260-375-2111
www.citznet.com

Effective 5/1/2016

Landline Telephone Service

Citizens Telephone is a provider of landline telephone, serving the Warren, Liberty Center and Poneto communities.

The following features are available with our basic service:

- Free Local Calling
- E-911 Service
- Custom Calling Features
- Competitive Long Distance Rates
- Free Directory Listing
- Local Customer Service
- Bundled Product Pricing
- Lifeline Assistance Program
- Online Bill Pay

Basic residential telephone service will cost approximately \$31.00 per month, excluding customer calling features and long distance calls. Basic business telephone will cost approximately \$36.00 per month for a single line, \$42.00 per month for multi lines.

Installation fee is \$21.00 for existing line, and \$30.00 for new construction.



Hi Speed Internet Service

- 24 Hour Tech Support
- Unlimited Access

Access w/ Landline Phone

| | |
|----------------------------------|------------|
| Level 1 (4.0M/1.0M) | \$32.00/mo |
| Level 2 (10.0M/1.0M) Residential | \$46.00/mo |
| Level 2 (10.0M/1.0M) Business | \$52.00/mo |
| Level 3 (15.0M/1.0M) Residential | \$63.00/mo |
| Level 3 (15.0M/1.0M) Business | \$69.00/mo |

Data Only Access

| | |
|----------------------|------------|
| Level 1 (4.0M/1.0M) | \$48.00/mo |
| Level 2 (10.0M/1.0M) | \$65.00/mo |
| Level 3 (15.0M/1.0M) | \$95.00/mo |

Installation fee of \$21.00 within serving area and \$30.00 out of serving area.

Cable TV Service

Warren Cable provides programming to the local Warren community. Our Basic TV package is \$44.50 per month and includes:

- 11 Local Networks
- 6 News Networks
- 6 Sports Networks
- 14 Variety Entertainment
- 12 Educational Networks
- 3 Music Networks
- 2 Movie Channels

We also offer two Premium Movie Channels at an additional cost:

- HBO \$16.50/mo
- Encore \$5.00/mo

Is your TV digital ready? We provide over 23 digital channels with our Basic TV package.

Installation fee is \$15.00 for one location of Basic TV.



CITIZENS TELEPHONE CORPORATION
Application for Service



| | | |
|--|---|--|
| TYPE OF SERVICES REQUESTED | Landline Phone | Cable TV |
| | Internet | Bundle Product? Yes or No (Res Only) |
| Date | Assigned # | Non Pub # Yes or No |
| Customer/Business Name | | |
| Actual Location | | |
| Billing Address if Different | | |
| POA for Invoice | | |
| | Address | Tel # |
| Spouse / Other Occupant / Business Owner | | |
| INFORMATION FOR LANDLINE INSTALLATION | | |
| <input type="checkbox"/> Installation Fee \$ | | <input type="checkbox"/> Other \$ |
| <input type="checkbox"/> Additional Jacks Required \$ | | <input type="checkbox"/> Advance Pay Received \$ |
| Long Distance Carrier Preference | | PIC Freeze? Yes or No |
| An assistance program known as Lifeline is available. A separate application and proof of assistance is required. Credit will apply to landline service only. | | |
| Custom calling features are available. Additional information on these features and how they work, can be found in our telephone directory. Calling features can be added or deleted at any time. Most calling features are free with a bundled service. | | |
| INFORMATION FOR INTERNET INSTALLATION | | |
| User Name (letters only) | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | |
| Password (letters and or numbers) | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | |
| <input type="checkbox"/> Level 1 DSL Access (4 M) \$32.00 | | <input type="checkbox"/> Data Only Level 1 DSL Access (4 M) \$48.00 |
| <input type="checkbox"/> Level 2 DSL Access (10M) Residential \$46.00 | | <input type="checkbox"/> Data Only Level 2 DSL Access (10 M) \$65.00 |
| <input type="checkbox"/> Level 2 DSL Access (10 M) Business \$52.00 | | <input type="checkbox"/> Data Only Level 3 DSL Access (15 M) \$95.00 |
| <input type="checkbox"/> Level 3 DSL Access (15 M) Residential \$63.00 | | <input type="checkbox"/> Installation \$21.00 |
| <input type="checkbox"/> Level 3 DSL Access (15 M) Business \$69.00 | | <input type="checkbox"/> Advance Pay Received \$ |
| <input type="checkbox"/> Surge Protector \$ | | <input type="checkbox"/> Other \$ |
| <input type="checkbox"/> Wireless Router \$ | | <input type="checkbox"/> Other \$ |

| | | | | | |
|--|--|--|--|--|--|
| INFORMATION FOR CABLE TV INSTALLATION | | | | | |
| <input type="checkbox"/> Installation \$15.00 | <input type="checkbox"/> Basic Cable TV \$44.50 | | | | |
| <input type="checkbox"/> Home Box Office Channel \$16.50 | <input type="checkbox"/> Encore Movie Channel \$5.00 | | | | |
| <input type="checkbox"/> Additional Outlets \$ | <input type="checkbox"/> Advance Pay Received \$ | | | | |
| ADDITIONAL INFORMATION FOR BUNDLED SERVICE | | | | | |
| <input type="checkbox"/> Voice Mail/Message Desk | <input type="checkbox"/> Automatic Recall *69 | | | | |
| <input type="checkbox"/> Call Forward Busy | <input type="checkbox"/> Call Forward Don't Answer | | | | |
| <input type="checkbox"/> Call Forwarding | <input type="checkbox"/> Call Waiting | | | | |
| <input type="checkbox"/> Call Waiting with Caller ID | <input type="checkbox"/> Caller Name & Number Delivery | | | | |
| <input type="checkbox"/> Selective Call Rejection | <input type="checkbox"/> Three Way Calling | | | | |
| <input type="checkbox"/> Other | <input type="checkbox"/> Other | | | | |
| <p>Per the FCC rules regarding Customer Proprietary Network Information (CPNI), only authorized account contacts can obtain account information. Please specify below names of additional contacts. According to CPNI FCC rules, we can only discuss certain account information with persons listed on this form.</p> | | | | | |
| <table border="1"> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table> | | | | | |
| | | | | | |
| | | | | | |
| <p>Due to the CPNI FCC rules, if you request call detail or financial information, you must supply a password before the information can be disclosed.</p> | <p>Authorized Chosen Password:</p> | | | | |
| <p>If you do not remember the password, the below security questions will be used for verification.</p> | | | | | |
| <p>What was your first childhood pet's name?</p> | <p>What is your favorite color?</p> | | | | |
| <p>All information requested must be completed for an account to be assigned and activated. This application is an agreement for service according to the Customer Service Agreement set forth by Citizens Telephone Corporation on July 1, 2009.</p> | | | | | |
| <p>Print Full Legal Name</p> | <p>Date</p> | | | | |
| <p>Signature</p> | | | | | |
| <p>Cell Phone #</p> | <p>Drivers License #</p> | | | | |

CITIZENS TELEPHONE CORPORATION
 PO Box 330 / 426 N Wayne St
 Warren, IN 46792
 (PH) 260-375-2111 (FAX) 260-375-2244
www.citznet.com

Effective May 1, 2016

Citizens Telephone Corporation
426 N Wayne Street
Warren IN 46792
260-375-2111



DSL INTERNET PRICING

(Copper Locations)

❖ **Hi Speed Access w/ Landline (Warren and Liberty Center Phone Exchanges)**

| | |
|---|-------------------|
| Level 1 DSL Access; 4.0 M download & 1.0 M upload Residential & Business customers | \$32.00 per month |
| Level 2 DSL Access; 10.0 M download & 1.0 M upload Residential customers | \$46.00 per month |
| Business customers | \$52.00 per month |
| Level 3 DSL Access; 15.0 M download & 1.0 M upload Residential customers | \$63.00 per month |
| Business customers | \$69.00 per month |

❖ **Hi Speed Access Data Only (Warren and Liberty Center Phone Exchange Area)**

| | |
|--|-------------------|
| Data Only Level 1 DSL Access; 4.0 M download & 1 M upload Residential customers only | \$48.00 per month |
| Data Only Level 2 DSL Access; 10.0 M download & 1.0 M upload Residential customers only | \$65.00 per month |
| Data Only Level 3 DSL Access; 15.0 M download & 1.0 M upload Residential customers only | \$95.00 per month |

- Installation fee of \$21.00 within serving area; \$30.00 out of serving area.
- Free DSL modem with initial sign up.
- Must have Windows 2000 or newer system for DSL access.
- Speeds are quoted maximum speeds configured.
- Speeds are not guaranteed speeds at user's location.
- Citiznet does not provide Firewall Protection for DSL customers.
- Free computer assistance available

Citizens Telephone Corporation
426 N Wayne Street
Warren IN 46792
260-375-2111



FIBER OPTIC INTERNET PRICING (Fiber Locations)

❖ **Fiber Optic Internet Access w/ Landline (Limited Warren Locations)**

| | | |
|---|-------------|--------------------|
| Fiber Optic Standard; 4.0 M download & 2.0 M upload | Residential | \$32.00 per month |
| | Business | \$32.00 per month |
| Fiber Optic Ultimate; 10.0 M download & 2.0 M upload | Residential | \$46.00 per month |
| | Business | \$52.00 per month |
| Fiber Optic Premium; 15.0 M download & 5.0 M upload | Residential | \$63.00 per month |
| | Business | \$69.00 per month |
| Fiber Optic Deluxe; 20.0 M download & 10.0 M upload | Residential | \$79.00 per month |
| | Business | \$89.00 per month |
| Fiber Optic Premier; 30.0 M download & 15.0 M upload | Residential | \$94.00 per month |
| | Business | \$104.00 per month |
| Fiber Optic Extreme; 50.0 M download & 25.0 M upload | Residential | \$119.00 per month |
| | Business | \$134.00 per month |
| Fiber Optic Maximum; 100.0 M download & 50.0 M upload | Residential | \$139.00 per month |
| | Business | \$159.00 per month |

❖ **Fiber Optic Access Data Only – Residential Customers Only (Limited Warren Locations)**

| | |
|---|--------------------|
| Data Only Fiber Optic Standard; 4.0 M download & 2 M upload | \$48.00 per month |
| Data Only Fiber Optic Ultimate; 10.0 M download & 2.0 M upload | \$65.00 per month |
| Data Only Fiber Optic Premium; 15.0 M download & 5.0 M upload | \$95.00 per month |
| Data Only Fiber Optic Deluxe; 20.0 M download & 10.0 M upload | \$115.00 per month |
| Data Only Fiber Optic Premier; 30.0 M download & 15.0 M upload | \$140.00 per month |
| Data Only Fiber Optic Extreme; 50.0 M download & 25.0 M upload | \$160.00 per month |
| Data Only Fiber Optic Maximum; 100.0 M download & 50.0 M upload | \$190.00 per month |

- Installation fee for New Accounts only
- Fiber Optic Wireless modem & battery backup (will remain property of Citizens Telephone)
- Customer must sign equipment terms & conditions
- Must have Windows 2000 or newer system
- Speeds are quoted maximum speeds configure & are not guaranteed speeds at user's location
- Citiznet does not provide Firewall Protection
- Free computer assistance available

Customer Service Agreement

1. General Application

This Service Agreement ("Agreement") constitutes your agreement with CITIZENS TELEPHONE CORPORATION for any Services, as defined by this Agreement, you subscribe to or receive from us, to the extent not governed by any governmentally-regulated tariffs or other written agreement between us, which tariffs or other agreement will supersede this agreement only concerning provisions that are not consistent with this Agreement. This Agreement is effective now for customers already subscribing to Services, or the date customers subscribe to Services on or after July 1, 2009.

This Agreement incorporates by reference our rates, charges, terms and conditions for Services ("Prices and Rules") as posted and amended from time to time, and appear on our Internet website, www.citiznet.com. If you do not have Internet access to our website, you may request a written copy of these Prices and Rules by calling or writing to us at the telephone number and address on our bills.

Your subscription to, use of, or payment for Services constitutes your acceptance of this Agreement and our Prices and Rules. Contact us at 260-375-2111 or e-mail address shown on our Website immediately to cancel Services if you do not agree to any part of this Agreement. If you cancel Services, you will be responsible for all usage charges and the pro-rata portion of all monthly recurring charges incurred prior to cancellation.

• **Changes to this Agreement.** We reserve the right to change the terms and prices of the Services at any time, including this Agreement and the Prices and Rules incorporated in this Agreement. You will be provided written notice of changes in pricing and other terms and conditions relative to this Agreement in accordance with Section 9. The change will become effective on the date described in the notice. We will not provide notice to you regarding price decreases or the expiration of promotional pricing, offers, and terms. We will not provide notice of changes to applicable taxes or surcharges, unless required by law or regulation, but we may post such changes to the Prices and Rules page on our Website.

Your continued use of the Services after any change constitutes your acceptance of any such changes in the Prices and Rules. Your sole remedy for any changes made by us is your right to cancel the affected Service or terminate this Agreement.

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION AND WAIVES ANY RIGHT TO TRIAL BY JURY TO RESOLVE CERTAIN DISPUTES AND OTHERWISE LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. You should carefully read all terms in this Agreement, including a Mandatory Arbitration of disputes provision.

2. Definitions

• **"Company," "we," and "us"** means CITIZENS TELEPHONE CORPORATION, any successor to or affiliate of CITIZENS TELEPHONE CORPORATION to the extent such successor or affiliate provides Services to you under this Agreement.

• **"Prices and Rules"** means the rates and descriptions, charges, or other terms and conditions applicable to Services in addition to the terms described here, incorporated by reference into this Agreement as posted to the Website or by requesting a copy from us by calling 260-375-2111 or at listed e-mail address on the Website. In the event of conflict between the terms and conditions of this document and the Prices and Rules, the terms and conditions of this Agreement govern. You agree that it is impractical to list in this document all of the Service descriptions, charges, and other terms applicable to all Services governed by this Agreement and that providing this information on our Website is a reasonable method of providing you with notice of the Prices and Rules.

• **"Service" or "Services"** means all telecommunications (including broadband Internet access) and ancillary services we provide to you.

• **"Customer," "you," or "your"** means any person or entity that requests or uses Services.

3. Service Provision and Use

• **Provision of Services.** In our sole discretion, we may accept or reject your request for Services for any lawful reason. Before activation of any Service, we may check your credit; verify your identity; require a deposit, prepayment or other fee to establish or maintain Services; or require that you execute any authorizations and verifications we believe necessary. You must have and maintain satisfactory credit to receive and continue to receive Services.

• **Installation.** If required, you will provide reasonable cooperation to enable us or our agents to install or repair the Services. You are responsible for damage to our equipment and Services located on your premises, excluding reasonable wear and tear or damage caused by us.

• **Use of Services.** You agree to: (A) ensure compliance with this Agreement by anyone you authorize to use the Services; (B) pay all charges for Services provided or used under this Agreement including, but not limited to, unauthorized charges incurred on calls placed from your premises; (C) ensure that your actions and equipment do not directly or indirectly interfere with our ability to provide Services to others, or the quality of such Services; (D) comply with all applicable laws and regulations when using our Services and not use our Services in an unlawful, fraudulent, destructive, or abusive manner, or allow others to do so; (E) not use Services in such a manner that causes interference with our or another users of our network; and (F) allow us, in our sole discretion and without liability to you, to place restrictions on use of your Services, and immediately (even during a call) disrupt, suspend, or terminate your Services without notice for violations, suspected violations, or to prevent violations of the terms of this Agreement.

• **Monitoring.** You understand that it may be possible for unauthorized third parties to monitor data traffic. If you wish to secure your usage in connection with any Services, you have the obligation to obtain, at your own cost, encryption software or other transmission security protections. You assume full responsibility for the establishment of appropriate security measures to control or limit access to your information.

• **Acceptable Use Policy.** If you purchase Services that connect to or flow over the Internet, you must conform to our acceptable use policy ("AUP") which can be found in Section 9, below.

• **Network Management Policy.** Provision of broadband Internet access service is subject to and may be limited by our network management policy, which can be found in Section 10, below.

• **Failure to Comply.** If you fail to comply with any provision of this Section 3, you release us from all liabilities or obligations in connection with the affected Service and you will indemnify us for all costs or damages that we incur as a result of your non-compliance as described in Section 7 of this Agreement.

4. Charges and Payment

• **Charges.** We will bill you for Services on a monthly basis based on the current Prices and Rules posted on the Website and listed in any written information we send you. You agree to pay these charges, including all applicable connection charges, usage charges, monthly fees, monthly

Customer Service Agreement

minimums, other fees, surcharges, taxes and federal, state and local government or quasi-government imposed or permitted charges, including, but not limited to, charges related to E-911, state and federal Universal Service, Telephone Relay Service, payphone providers, Interexchange Carrier Charges and Federal Subscriber Line Charge. Taxes and government surcharges will be in the amounts that federal, state, and local authorities require or permit us to bill you. You agree to pay all taxes, surcharges, assessments, and other fees that are related to the Services and included on your bill, unless you are exempt from these payments and provide us documentary evidence of the exemption.

- **Billing.** Any Recurring Charges for your Service listed in the Prices and Rules begin accruing when the Service to which the Recurring Charges are applicable is available for your use. You may be billed a prorated portion of any Recurring Charges in the initial month of service. Recurring Charges are billed in advance, depending on the Service, while monthly usage charges are generally billed in arrears. If your monthly charges net to \$0, you may not be billed. Current billing information on your account is accessible from our Website or by calling our customer service number. An additional fee may be charged for bill reprints.

- **Payment.** You must pay all charges applicable to your Services, including all applicable taxes, fees, and surcharges, within 15 days of the bill date. Acceptable forms of payment are U.S. Currency, valid and current checking account, USPS money order, financial cashier's check, valid and current VISA or MasterCard credit/debit cards, and electronic fund transfers. Payments may be mailed, presented in person, or pay online by accessing our website. If we don't receive your payment before the next billing cycle, you agree to pay any costs and expenses associated with our collections efforts, including attorneys' fees. We may charge you an insufficient funds or returned check fee, up to the maximum rate allowed by law, if your check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason. Our acceptance of late or partial payment (even those marked "PAID IN FULL") and late payment charges will not constitute a waiver of any of our rights to collect the full amount due under this Agreement.

Any mathematical error made by us or any of our representatives does not constitute an offer and may be corrected by us.

You are responsible for preventing any unauthorized use of the Services, and you are solely responsible for paying us for any charges resulting from unauthorized use of our Services.

- **Disputed Charges.** Except as otherwise provided by applicable law, you must notify us of any disputes concerning any billed charges within 60 days of the date of the bill. You accept all charges not disputed within 60 days. We mutually waive all rights of subrogation against each other in connection with Services. To dispute a charge on your bill, you must follow the procedures in Section 8 of this Agreement.

- **Credit Check; Deposits; Credit Limits.** Our provision of Service to you is subject to our approval of your credit. You give us permission to check and verify your credit as needed in our sole discretion. If we determine you are a credit risk at any time during your Service period with us, we may require you to submit a deposit or make an advance payment to us in a reasonable amount that we determine. If you fail to pay for Services when due, we may, without providing notice to you, apply your deposit or advance payment to the amount owed. If you refuse to make a deposit or advance payment or otherwise establish credit, we reserve the right to refuse to provide you Service subject only to applicable federal or state law. As we determine in our sole discretion and to the extent permitted by applicable law, we may set a credit limit on your account at any time. We may restrict the Services to which you have access if you exceed this credit limit.

5. Termination of Service

- **Termination of Service by You.** You may cancel Services at any time by calling the toll-free number on your bill; however, your continued subscription to, use of, or payment for Services after the cancellation date you give us will continue this Agreement for those Services. If you cancel a Service prior to the completed installation of that Service, you agree to pay all reasonable costs incurred by us in implementation of the Service before cancellation notice was received, as if the implementation of the order had been completed.

- **Termination or Suspension of Service by us.** To the extent permitted by the Prices and Rules and applicable law or regulation, we may terminate or suspend your Service with or without notice, depending on the circumstances, for any reason including for nonpayment of any amount owed to us, including disputed amounts that we determine was validly billed, and your violation of any limitation listed in Section 3 of this Agreement.

- **Termination and Payment.** Regardless of the reason for disconnection, you must pay all charges incurred before our disconnection of your Service. You will be charged the full Recurring Charges for your Services for the month in which those Services terminate. Promotional credits or discounts may not be applied to your final bill. If you reinstate Services following cancellation or termination, we may require you to pay a deposit.

- **Force Majeure.** We will not be responsible for any delay, interruption, or other failure to perform under this Agreement due to acts beyond our control. Force majeure events include, but are not limited to natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts or other facilities damage by third parties, and acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; governmental decrees; and any other cause beyond our reasonable control.

6. Disclaimer of Warranties

THE COMPANY PROVIDES ALL SERVICES "AS IS" AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES RELATED TO THE SERVICES, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND YOU AGREE TO HOLD US HARMLESS FOR ALL SUCH PROBLEMS. WE DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU AGREE THAT YOU WILL NOT RELY ON ANY SUCH STATEMENT.

7. Limitation of Liability

- **Direct Damages.** The Company is not liable for any damages arising out of or in connection with any: (A) act or omission by you, or another person or company; (B) provision or failure to provide Services, including deficiencies or problems with any equipment used in connection with the Services (for example, blocked calls, transmission failures, interruptions in Service, etc.); (C) content or information accessed while using our Services, such as through the Internet; (D) interruption or failure in accessing or attempting to access emergency services, including through 911 or otherwise; or (E) errors or omissions in any directory or database listings, including listings we provide to public safety answering points. IF, FOR ANY REASON, WE ARE FOUND TO BE RESPONSIBLE TO YOU FOR MONETARY DAMAGES RELATING TO ANY SERVICES OBTAINED THROUGH US AND IF THIS LIMITATION IS FOUND TO BE UNENFORCEABLE FOR ANY REASON, YOU AGREE THAT ANY SUCH DAMAGES WILL NOT EXCEED THE PRO-RATED MONTHLY RECURRING CHARGES PAID BY OR OTHERWISE OWED BY YOU FOR THE AFFECTED SERVICES DURING THE AFFECTED PERIOD.

- **NO CONSEQUENTIAL OR OTHER DAMAGES.** UNDER NO CIRCUMSTANCES IS THE COMPANY LIABLE FOR ANY INCIDENTAL,

Customer Service Agreement

CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES OR ANY EQUIPMENT USED IN CONNECTION WITH THE SERVICES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE, LOSS OF OPPORTUNITY, OR COST OF REPLACEMENT SERVICES.

• **Indemnification.** You will indemnify and defend the Company, its directors, officers, employees, affiliates, subsidiaries, agents, and their successors and assigns from and against all claims, damages, losses, or liabilities, including reasonable attorneys' fees, arising from or relating to any Service, or any act or omission by you related to any Service or any person you authorize or permit to use any Service, including incorrect or misleading information, libel, slander, invasion of privacy, identity theft, intellectual property infringement, and any defective Service.

• **Survival.** All provisions of this Section 7 will survive and continue to apply after this Agreement is canceled or terminates.

8. Dispute Resolution

• **Dispute Process.** If you have a dispute with the Company relating to any matter, you agree to first notify us at the telephone number or address shown on your bill in an attempt to resolve your dispute. You must describe your dispute with specificity and provide us with any supporting documentation. If we have a dispute with you, we will notify you in writing in an attempt to resolve the dispute. If after following this process, either party is unable to resolve its dispute within 30 days of notifying the other party, either party may take the dispute to small claims court, if appropriate under applicable state or local rules or laws. Alternatively, either party may pursue the dispute only as set forth below.

• **MANDATORY ARBITRATION OF DISPUTES.** INSTEAD OF SUING IN COURT, YOU AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST US. THIS INCLUDES BUT IS NOT LIMITED TO CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AS WELL AS CLAIMS ARISING OUT OF OR RELATING TO OUR SERVICES, BILLING OR ADVERTISING, OR ARISING OUT OF OR RELATING TO EQUIPMENT YOU OR WE MAY USE IN CONNECTION WITH SERVICES. THIS REQUIREMENT TO ARBITRATE APPLIES EVEN IF A CLAIM ARISES AFTER YOUR SERVICES HAVE TERMINATED; AND APPLIES TO ALL CLAIMS YOU MAY BRING AGAINST OUR EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES;

THE FEDERAL ARBITRATION ACT, NOT STATE LAW, APPLIES TO THIS AGREEMENT AND ITS PROVISIONS AND, GOVERNS ALL QUESTIONS OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. THIS PROVISION DOES NOT PREVENT EITHER YOU OR US FROM BRINGING APPROPRIATE CLAIMS IN A SMALL CLAIMS COURT HAVING VALID JURISDICTION, OR THE FEDERAL COMMUNICATIONS COMMISSION OR A STATE PUBLIC UTILITIES COMMISSION.

• **WAIVER OF CLASS ACTIONS.** WE FURTHER AGREE THAT YOU WILL NOT JOIN ANY CLAIM WITH A CLAIM OR CLAIMS OF ANY OTHER PERSON(S) OR ENTITY (ES), WHETHER IN A LAWSUIT, ARBITRATION, OR ANY OTHER PROCEEDING. YOU AGREE THAT YOU WILL NOT ASSERT ANY CLAIMS AGAINST US IN ANY REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE, THAT NO CLAIMS WILL BE MADE OR RESOLVED ON A CLASS-WIDE OR COLLECTIVE BASIS, THAT NO ARBITRATOR OR ARBITRATION FORUM WILL HAVE AUTHORITY TO ACCEPT OR DETERMINE ANY CLAIMS ON A CLASS-WIDE OR COLLECTIVE BASIS, AND THAT NO RULES FOR CLASSWIDE OR COLLECTIVE ARBITRATION WILL APPLY. THIS PARAGRAPH AND EACH OF ITS PROVISIONS ARE INTEGRAL TO, AND NOT SEVERABLE FROM, THIS SECTION ON MANDATORY ARBITRATION OF DISPUTES.

A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitration will be filed with and the arbitrator will be selected according to the rules of the National Arbitration Forum ("NAF"), or, alternatively, as we may mutually agree.

Except as expressly provided in the preceding paragraph, the arbitration will be conducted by and under the then-applicable rules of NAF unless the parties agree otherwise. NAF rules can be found at <http://www.adforum.com>. All expedited procedures prescribed by the applicable rules will apply. We agree to pay our respective arbitration costs, but the arbitrator can apportion these costs as appropriate. NOTWITHSTANDING ANY NAF RULE TO THE CONTRARY, AN ARBITRATION AWARD IS FINAL AND BINDING AND MAY ONLY BE REVIEWED IN ACCORDANCE WITH THE TERMS OF THE FEDERAL ARBITRATION ACT. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT WITH JURISDICTION. IF FOR ANY REASON, THE ABOVE PROVISIONS ON ARBITRATION ARE HELD UNENFORCEABLE OR ARE FOUND NOT TO APPLY TO A CLAIM, YOU AGREE TO WAIVE TRIAL BY JURY. If you file a judicial or administrative action asserting a claim that is subject to arbitration and the Company successfully stays such action or compels arbitration, you agree to pay us costs and expenses incurred in seeking such stay or compelling arbitration, including attorneys' fees.

Except as expressly provided above, if any portion of this Mandatory Arbitration of Disputes section is determined to be invalid or unenforceable, the remainder of the section remains in full force and effect.

9. Internet Acceptable Use Policy

This section of this Agreement comprises the CITIZENS TELEPHONE CORPORATION "Acceptable Use Policy" ("AUP") as it exists the day that this Agreement between CITIZENS TELEPHONE CORPORATION and the Customer is entered into. As unsolicited commercial email ("UCE" or "spam") and "hacking" technology develops at an alarming rate and is expected to continue to do so, CITIZENS TELEPHONE CORPORATION reserves the right to add, remove, or modify specific prohibitions from this section of this Document, consistent with applicable "net neutrality" rules of the Federal Communications Commission ("FCC"). The Customer recognizes and agrees that the online AUP prohibitions, to be maintained by CITIZENS TELEPHONE CORPORATION and always available to all Customers and to the public as the company's web pages, supersede the prohibitions listed in this document. This and the online AUP apply to broadband Internet access service (the "Service") provided by CITIZENS TELEPHONE CORPORATION to the Customer.

• **Restrictions.** Customer agrees and understands that the following restrictions are applied to the Service. If violated, the service may be suspended, restricted, or terminated without notice. Customer shall not do any of the following, or permit any third party under its control to do the following, and must include provisions in its service agreements for its customers and authorized users that restrict them from doing any of the following:

- Restrict or inhibit any other CITIZENS TELEPHONE CORPORATION user from using and enjoying the Service and/or access to the Internet.
- Unlawfully upload, post, publish, transmit, reproduce, distribute, or participate in the transfer or sale, or in any way exploit any information, software or other material obtained through the Internet which is PROTECTED BY COPYRIGHT or other proprietary rights or derivative works with respect thereto.
- Send or disseminate unwanted traffic or email by, for example, using the SMTP services of a third party for the purposes of relaying or sending electronic mail messages without the express permission of that third party, by hosting a publicly-accessible "open relay" SMTP or anonymous remailer service for any purpose, cause, or reason, or by sending UCE or spam to any number of e-mail users or lists.
- Engage, directly or indirectly, in any activity that is, or appears to be, an attempt to gain unauthorized access to a remote system or network, or to gain information that could later be used to assist in gaining unauthorized, unwanted, or unlawful access to a remote system or network, such as port scanning, dictionary attacks, Denial of Service attacks, server/service hijacking, etc.

Customer Service Agreement

e. Falsify or "spoof" user information provided to CITIZENS TELEPHONE CORPORATION or to other users of the Service, and for handling all complaints and trouble reports made by its own customers and authorized users.

f. Use the Service in violation, attempted violation, or contravention of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, or any other applicable law, regulation, order or other governmental directive, or abuse or fraudulently or unlawfully use the Service.

• **Customer Response to Violation.** The Customer will respond to all AUP violations reported to the Customer within 1 (one) business day of the violation being reported, and will have put a stop to the activity within 2 (two) business days of the violation first being reported. If a single entity is responsible for multiple violation reports that are sent to the Customer by CITIZENS TELEPHONE CORPORATION, only a single response from the Customer back to CITIZENS TELEPHONE CORPORATION is required, provided that the Customer has timely taken whatever action was necessary to stop the current violation and prevent future repeat violations by the offending entity.

• **Suspension of Service.** Customer acknowledges that a large number of complaints will have a negative impact on the business and/or reputation of CITIZENS TELEPHONE CORPORATION. Therefore, notwithstanding anything contained in this Policy or any Service Agreement to the contrary, CITIZENS TELEPHONE CORPORATION may elect, at its sole discretion, to logically suspend any CITIZENS TELEPHONE CORPORATION Service or connection on its network if reports of abuse, UCE, or other unwanted, harmful, or unlawful activity deemed to have a negative impact on the network or other users exceeds 60 complaints received in any rolling 30 day period. Prior notification of such action is not required but will be provided within 36 hours of a suspension. Service will be re-established upon the provision of satisfactory assurance to CITIZENS TELEPHONE CORPORATION by the Customer that the complaints will not continue to a degree that exceeds the thresholds indicated above.

• **Complaints.** Complaints regarding the violation of any AUP conditions by any of CITIZENS TELEPHONE CORPORATION's downstream networking clients or their customers should include notification to the Citizens Security/Abuse Response Team at 260-375-2111 or info@citizenet.com in addition to the ISP/NSP the violation actually sourced from. Abuse complaints sent to info@citizenet.com are processed within two (2) working days upon receipt.

Complaints to Citizens Security/Abuse Response Team should:

a. Be specific as to the nature of the complaint (i.e. UCE, Usenet Spam, etc.).

b. Include a copy of the offending message/article with full message or article headers included.

c. Include a trace route or WHOIS output that demonstrates transit through CITIZENS TELEPHONE CORPORATION backbone to one of the responsible parties; or that they are a networking customer of CITIZENS TELEPHONE CORPORATION or one of CITIZENS TELEPHONE CORPORATION's networking customers.

• **CHILD PORNOGRAPHY PROHIBITED.** Without in any way limiting the foregoing, Customers may not use our network in any fashion for the transmission or dissemination of images containing child pornography. Complaints and reports of child pornography may be made to Citizen's Security/Abuse Response Team. If circumstances indicate that child pornography is apparent, CITIZENS TELEPHONE CORPORATION will report the circumstances to appropriate authorities, including but not limited to subscriber information relating to any person who has uploaded, transmitted, distributed or otherwise promoted the image that is the basis for the complaint. CITIZENS TELEPHONE CORPORATION may without further notice remove, block or cease distribution of the content that is the subject of the complaint.

• **Termination of Service & Revisions.** Please read this policy carefully before opening or continuing with an account. By using CITIZENS TELEPHONE CORPORATION's Services, you agree to comply with this AUP. CITIZENS TELEPHONE CORPORATION reserves the right to discontinue your Service at any time, for any reason consistent with net neutrality and without prior notification, and reserves the right to modify this policy at any time. If you do not agree to be bound by this policy, you should immediately end your use of CITIZENS TELEPHONE CORPORATION's Services and software, and then notify CITIZENS TELEPHONE CORPORATION so that it may initiate a closure of your account.

1. Network Management Policy

CITIZENS TELEPHONE CORPORATION commits to the open and non-discriminatory use of the Internet by its customers and commits to use reasonable network management practices to ensure an open Internet. CITIZENS TELEPHONE CORPORATION will manage its network and provide access in accordance with the Federal Communications Commission's (FCC's) Open Internet Rules (adopted in GN Docket No. 14-28, dated March 12, 2015) and in compliance with any future rules adopted by the FCC (collectively, "Rules").

• **Transparency.** CITIZENS TELEPHONE CORPORATION shall make available public information on its website (<http://www.citizenet.com>) regarding its network management practices, performance and commercial terms of its service sufficient for consumers to make an informed choice regarding their use of such services.

CITIZENS TELEPHONE CORPORATION will not unjustly or unreasonably prevent or interfere with competition among content, applications, service, or device providers.

• **Network Security and Congestion Management.** CITIZENS TELEPHONE CORPORATION uses generally accepted technical measures to provide acceptable service levels to all customers, such as application-neutral bandwidth allocation, as well as measures to address harmful service attacks, illegal content and other harmful activities to protect network integrity and reliability.

CITIZENS TELEPHONE CORPORATION reserves the right to prioritize traffic based on real time and non-real time applications during heavy congestion periods based on generally accepted technical measures consistent with the Rules.

CITIZENS TELEPHONE CORPORATION sets speed thresholds on the amount of data you as a customer can upload and download based upon the level of Broadband Internet access service (such as DSL) you have subscribed to. If you continually or repeatedly exceed the threshold speeds of your service plan, CITIZENS TELEPHONE CORPORATION may temporarily limit the speed at which you can send and receive data over the CITIZENS TELEPHONE CORPORATION access network. CITIZENS TELEPHONE CORPORATION may use other traffic management and prioritization tools to help ensure equitable access to the CITIZENS TELEPHONE CORPORATION network for all customers, consistent with the Rules.

CITIZENS TELEPHONE CORPORATION monitors customer usage to efficiently manage the performance of the network to ensure a sustainable quality broadband service is provided. Peak network usage is between 4 pm and 11 pm Monday – Friday and 10 am – 11 pm Saturday and Sunday.

Congestion due to malfunctioning hardware and/or software will be remedied as quickly as network engineers can diagnose and identify the offending hardware / software.

Congestion due to malicious, harmful, or unlawful usage by customers will be remedied using any technique available, including protocol-aware filtering and rate-limiting, to control and limit the offending source. CITIZENS TELEPHONE CORPORATION may seek criminal charges against those who inflict network malice. CITIZENS TELEPHONE CORPORATION may also attempt to recover costs incurred from network malice.

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It is not acceptable to use the CITIZENS TELEPHONE CORPORATION network for any purpose that violates local, state or federal laws or to transmit communications that might be highly offensive or damaging to any recipients or to use the service in a manner that is unintended by the nature of the service or service plan. It is not acceptable to interfere with, violate, circumvent, misuse, distribute or disrupt network users, equipment or services, which include but are not limited to:

- Attempting to obtain unauthorized access to any network or account. This includes accessing data not intended for end user customers, logging into a server or account without being expressly authorized to access or probing the security of other networks.
- Attempts to harm or interfere with the Service of others including users, hosts and networks. This includes "denial of service" attacks, "flooding" of networks, deliberate attempts to overload a Service and attempts to "crash" any host.
- Reselling any CITIZENS TELEPHONE CORPORATION Internet Services, without CITIZENS TELEPHONE CORPORATION's prior written consent.
- Distribution of CITIZENS TELEPHONE CORPORATION Internet Services beyond the scope of your end-user account (e.g., to an outsider in your household or to persons not members of or current guests in your household).
- Equipment, accessory, apparatus, circuit or devices that are harmful to the network, shall not be attached to or connected with CITIZENS TELEPHONE CORPORATION facilities.
- Circumventing copyright laws and regulations, including the unauthorized upload or download of music, video, images, books, software or content and/or other copyright protected works.

CITIZENS TELEPHONE CORPORATION provides Spam filtering with each customer's email address. Details of this service are listed on CITIZENS TELEPHONE CORPORATION's website. CITIZENS TELEPHONE CORPORATION will not ask you for your password in an unsolicited telephone call or email. If you believe your password has been compromised, you should immediately change your password to prevent the unauthorized use of it.

- Blocking.** CITIZENS TELEPHONE CORPORATION shall not unjustly or unreasonably block access to lawful and non-harmful content, applications, services or devices, subject to reasonable network management.
- Discrimination.** CITIZENS TELEPHONE CORPORATION shall not unreasonably discriminate in transmitting lawful network traffic over a consumer's broadband Internet access service, subject to reasonable network management practices.
- Commercial Pricing & Acceptable Use Policy.** Please click on the following website link for pricing information, acceptable use policy or additional network services: www.citiznet.com

Contact Information. If you have any questions regarding this policy, please contact CITIZENS TELEPHONE CORPORATION customer service at:

Citizens Telephone Corporation
PO Box 330 / 426 N Wayne St
Warren IN 46792
(Phone) 260-375-2111
(Fax) 260-375-2244
info@citiznet.com

11. Miscellaneous

- No Waiver of Rights.** If either you or we fail to enforce or waive any requirement under this Agreement that does not waive that party's right to later enforce that requirement in the future.
- Limitation on Third Party Beneficiaries.** This Agreement does not give any third party a remedy, claim, or right of reimbursement.
- Severability.** If any provision of the Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- Assignment.** You may not assign this Agreement to any other person or entity without our prior written approval. We reserve the right to assign or transfer all or part of our rights or duties under this Agreement without notifying you.
- Notices.** You must provide notices to us as described in the applicable sections of this Agreement. When we receive notice from you via telephone, such notice will be effective on the date we received your call, as shown by our records. We may provide you notice as required under this Agreement in at least one of the following ways, postcard or letter mailed to the most recent address on your account, bill messages, bill inserts, email notification to an address provided by you, posting on the Website, call to your billed telephone number and speaking to you or leaving a message, or any other reasonable method of notice.
- Governing Law.** This Agreement will be governed by any applicable orders and rules of the Federal Communications Commission ("FCC") and the laws of the state of Indiana; except that the arbitration provisions in Section 8 will be governed by the Federal Arbitration Act to the extent applicable.
- Survivability.** The terms and conditions of this Agreement that by their sense and context are intended to survive the expiration of this Agreement will survive.
- Conflicts.** If a conflict exists between or among provisions within this Agreement, including all referenced documents and the Prices and Rules at the Website, specific terms will control over general provisions.
- Entire Agreement.** This Agreement, including the Prices and Rules on our Website, the Acceptable Use Policy on our Website, and all other referenced documents, constitutes the entire agreement and understanding between you and the Company. No written or oral statement, advertisement, or Service description not expressly contained or referenced and incorporated into this Agreement will be allowed to contradict, vary, explain, or supplement this Agreement.

Issued: June 19, 2015
Citizens Telephone Corporation
PO Box 330 / 426 N Wayne St
Warren IN 46792
260-375-2111
www.citiznet.com

CERTIFICATION OF CITIZENS TELEPHONE CORPORATION**Reporting Period January 1 – December 31, 2015****Sec. 54.313(f)(1)(i) Milestone Certification**

Pursuant to § 54.313 f)(1)(i) for Rate-of-Return Carriers, Carrier hereby certifies it is taking reasonable steps to provide upon reasonable request broadband service at actual speeds of at least 4 Mbps downstream/1 Mbps upstream, with latency suitable for real-time applications, including Voice over Internet Protocol, and usage capacity that is reasonably comparable to comparable offerings in urban areas as determined in an annual survey, and that requests for such service are met within a reasonable amount of time.

I verify that the foregoing is true and correct. Executed on May 12, 2016.

/s/ Joanie Paxson

Joanie Paxson, General Manager, Citizens Telephone Corporation

SAC: 320751

CERTIFICATION OF CITIZENS TELEPHONE CORPORATION**Reporting Period January 1 – December 31, 2015****Sec. 54.313(f)(1)(ii) Community Anchor Institutions**

Pursuant to § 54.313(f)(1)(ii) for Rate-of-Return Carriers, Carrier hereby certifies the following number, names, and addresses of community anchor institutions to which the ETC newly began providing access to broadband service in the preceding calendar year.

Access to broadband services has been available prior to 2015 to all known anchor institutions within Carrier's service area. All requests for broadband services, and speed, were fulfilled in 2015. Carrier continues to monitor customer demand and technological innovation, planning to size its network in anticipation of requests and demand for higher speed broadband needs.

I verify that the foregoing is true and correct. Executed on May 12, 2016.

/s/ Joanie Paxson

Joanie Paxson, General Manager, Citizens Telephone Corporation

SAC: 320751

REDACTED-FOR PUBLIC INSPECTION

REDACTED - FOR PUBLIC INSPECTION

CITIZENS TELEPHONE CORPORATION (SAC 320751)

ATTACHMENT LINE 3026

Financial Reports

Pursuant to 47 C.F.R § 54.313(f)(2)

ATTACHMENT REDACTED IN ENTIRETY